

MANDATORY FORM OF THE RÉGIE DU LOGEMENT

# MANDATORY WRITING

IN THE CASE OF AN ORAL LEASE

BETWEEN

**the lessee**

Name \_\_\_\_\_

Name \_\_\_\_\_

**and the landlord (lessor)**

Name \_\_\_\_\_

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

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

Where applicable, represented by

Name \_\_\_\_\_ Position \_\_\_\_\_

mandated for that purpose.

**Address of leased dwelling**

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

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

**Rent** \_\_\_\_\_ per month  per week

other \_\_\_\_\_ for a total of \$ \_\_\_\_\_

\_\_\_\_\_ for the term of the lease (if it is a fixed term lease).

- The term **landlord** used in the mandatory writing has the same meaning as the term lessor in the law.
- The names indicated in the mandatory writing shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.
- The singular includes the plural.

When the lease is oral, the landlord shall give to the lessee, within 10 days after entering into the lease, this form containing the following information:

- the name and address of the landlord;
- the name of the lessee;
- the rent agreed upon;
- the address of the dwelling leased;
- the text of the following particulars.

The writing is part of the lease (art. 1895 C.C.Q.).

## PARTICULARS

### General information

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the *Civil Code of Québec* (C.C.Q.).

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

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

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

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.

In addition, except if the size of the dwelling justifies it, a landlord 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 so act for the sole reason that the person has exercised his or her rights under the chapter entitled Lease of the *Civil Code of Québec* or under the *Act respecting the Régie du logement* (art. 1899 C.C.Q.).

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the Régie du logement.

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

### **Dwelling** (art. 1892 C.C.Q.)

1. These particulars apply to any premises leased for residential purposes (e.g., an apartment, a house, a room) as well as to a mobile home placed on a chassis and to land intended for the installation of a mobile home.

They also apply to services (e.g., laundry, meals, nursing care, janitorial services), to accessories (e.g., refrigerator, air conditioner) and to the dependencies of the dwelling (e.g., garage, parking space, locker), whether they are included in the lease of the dwelling or in a separate lease.

**Exception:** These particulars do not apply to dwellings leased for vacation purposes or to dwellings in which over one-third of the total floor area is used for purposes other than residential purposes (e.g., commercial premises).

### **Room**

2. A room is considered a dwelling, even if it is located in the principal residence of the landlord or a lessee who subleases it, unless

- only 1 or 2 rooms are leased or offered for lease and the room has neither a separate exit nor its own sanitary facilities independent of those used by the landlord;
- it is situated in a hotel establishment; or
- it is situated in a health and social services institution.

### **Special rules for leases of certain dwellings**

3. Special rules, which are not stated in these particulars, apply to a lease

- of a dwelling in an immovable held in divided co-ownership (arts. 1057, 1065, 1066 and 1079 C.C.Q.);
- of a room leased to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- of land leased for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.);
- that is part of a contract of employment (art. 1976 C.C.Q.).

### **Entering into lease**

4. A lease is a contract to lease a dwelling. A lease is entered into when the landlord 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 be written or oral (art. 1851 C.C.Q.).

### **By-laws of the immovable**

5. By-laws may set out the rules to be observed in an immovable. They pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

Where there are such by-laws, the landlord shall give the lessee a copy thereof before entering into the lease, so that they may form part of the lease (art. 1894 C.C.Q.).

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

### **Language of the writing and of the by-laws of the immovable** (art. 1897 C.C.Q.)

6. The writing and the by-laws of the immovable shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

### **Conditions of the lease**

7. The landlord and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order (particular No. 8).

The legal rules contained in particulars Nos. 28, 29 and 66 to 68, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

8. Pursuant to article 1893 (C.C.Q.), conditions which 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 Civil Code have no effect (are void).

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

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

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

The following conditions are also without effect:

- a condition limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a condition that renders the lessee liable for damage caused without his 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 in the dwelling, 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 of 12 months or less (art. 1906 C.C.Q.);
- a condition in a lease 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 habitable condition (art. 1910 C.C.Q.);
- a condition providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a condition limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

9. The lessee may apply to the Court 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.).

### **Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement**

10. The lessee and the landlord may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because the dwelling is rented out by a cooperative to one of its members or because the dwelling is located in an immovable

- erected 5 years ago or less; or
- whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school converted into dwellings).

However, the Court may rule on any other application concerning the lease (art. 1955 C.C.Q.).

If such restriction is mentioned to the lessee at the time of entering into the lease and if the situation persists, the lessee, where he refuses a modification requested by the landlord, shall vacate his dwelling upon termination of the lease (art. 1945 2nd par. C.C.Q.).

If the landlord does not mention such restriction to the lessee and if the lessee refuses a modification of the conditions of the lease but wishes to remain in the dwelling, the lease is then renewed. The landlord may then apply to the Régie du logement to fix the conditions of the lease for its renewal (particulars Nos. 55 and 56).

### **Fixing of rent of new lessee and sublessee** (arts. 1896 and 1950 C.C.Q.)

11. The new lessee or the sublessee may apply to the Régie du logement to fix the rent, except for the exception provided for by law (particular No. 10).

12. Except where particular No. 10 applies, the landlord shall, at the time of entering into a lease, give a notice to the new lessee indicating the lowest rent paid in the 12 months preceding the beginning of the lease or, if applicable, the rent fixed by the Régie du logement during the same period. The notice must also specify the changes made to the property leased and to the leasing conditions. A lessee who leases his dwelling to a sublessee shall also give such notice.

If the new lessee or sublessee pays rent that is higher than that stated in the notice, he may, within 10 days following the date on which the lease is entered into, apply to the Régie du logement to fix his rent.

If the landlord or the sublessee did not give such notice when entering into the lease, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to fix his rent.

The new lessee or the sublessee may also apply to the Régie du logement within 2 months of the day on which he becomes aware of a false statement in the notice.

### **Right to maintain occupancy**

**13.** The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal** right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the repossession of the dwelling (particular No. 59);
- the rescission of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division, substantial enlargement or change of destination of the dwelling (art. 1959 C.C.Q.).

**14.** 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 as new lessees (art. 1951 C.C.Q.) (particulars Nos. 11 and 12).

### **Change of landlord**

**15.** The new landlord 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.).

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

### **Death**

**17.** A lease is not terminated by the death of the landlord or the lessee (art. 1884 C.C.Q.). The lease may, however, be rescinded in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

### **Delivery of dwelling at beginning of lease**

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

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

**19.** A lessee may refuse to take possession of a dwelling that is unfit for habitation, that is, if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such a case, the lease is rescinded automatically (arts. 1913 and 1914 C.C.Q.).

### **Payment of rent**

**20.** At the time of entering into the lease, the landlord may require advance payment of the rent for the first payment period (month or week). The advance payment may not exceed 1 month's rent. He may not exact any other amount of money (e.g., deposit for keys) (art. 1904 C.C.Q.).

**21.** The landlord may not require payment by means of a postdated cheque or other postdated instrument for the payment of the rent (art. 1904 2nd par. C.C.Q.).

**22.** The lessee must pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for the payment of his rent (arts. 1568, 1855 and 1903 C.C.Q.).

**23.** The rent is payable in equal instalments not exceeding 1 month's rent, except the last instalment which may be less (arts. 1903 and 1904 C.C.Q.).

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

**25.** Non-payment of rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the rescission of the lease.

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

### **Spouse's and co-lessee's liability**

#### **Married persons' liability** (art. 397 C.C.Q.)

**26.** A spouse who rents a dwelling for the usual 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 landlord of his or her unwillingness to be bound for the debt.

#### **Co-lessee's liability**

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

However, the co-lessees and the landlord 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**

**28.** The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 7).

**29.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 7).

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

**31.** 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.).

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

**33.** During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

### **Maintenance of dwelling and repairs**

#### **Obligation of maintenance**

**34.** The landlord is obligated 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.).

**35.** The lessee shall keep the dwelling in good clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

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

**37.** 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.).

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

#### **Urgent and necessary repairs**

**39.** The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

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

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his 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.)

**41.** The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
- the necessary period of vacancy;
- the compensation offered;
- 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 1 week. In such case, at least 3 months' notice is required.

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

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

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

### Access to and visit of dwelling

**42.** To exercise rights of access to the dwelling, the landlord 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 landlord shall not abuse his rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

**43.** The landlord may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee 24 hour's notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 41).

**44.** A lessee who gives notice to the landlord of his intention to vacate the dwelling (particulars Nos. 52, 55 and 65) shall, from that time, allow the landlord to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**45.** The lessee may require the presence of the landlord or his representative during a visit to or a verification of his dwelling (arts. 1932 and 2130 C.C.Q.).

**46.** 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 landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

**48.** The landlord 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 (art. 1898 C.C.Q.)

**49.** Every notice relating to the lease, given by the landlord (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a 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.

**Exception:** Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 43).

**50.** Where a notice does not meet the 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** (art. 1941 C.C.Q.)

**51.** 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 longer than 12 months is renewed for 1 year only.

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 13 and 17). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 53 and 54).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 52 and 55).

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

(arts. 1942, 1945 and 1946 C.C.Q.)

**52.** A lessee who wishes to vacate the dwelling upon termination of his lease with a fixed term, or to terminate his lease with an indeterminate term, shall give notice to the landlord or reply to the landlord's notice within the time periods indicated in Table A.

**Modification of lease**

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

**54.** The landlord shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he 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 that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

### Reply to the notice of modification

(art. 1945 C.C.Q.)

**55.** A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 56).

**Exception:** In the cases provided for in particular No. 10, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

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

(arts. 1941 and 1947 C.C.Q.)

**56.** The landlord has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (Table B). If the landlord does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

### Agreement on modifications

(art. 1895 C.C.Q.)

**57.** Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

### Contestation of adjustment of rent

(art. 1949 C.C.Q.)

**58.** Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date on which the adjustment is to take effect.

### Repossession of dwelling

(arts. 1957, 1958, 1960 to 1964 and 1967 to 1970 C.C.Q.)

**59.** Where the lessor of the dwelling is the landlord, he 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 1 person, the dwelling may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess a dwelling).

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

Beneficiaries may be

- the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;
- the spouse from whom he is separated or divorced if he remains the main support of his spouse.

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 the notices 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 landlord, if any;
- the date fixed for the repossession.

### Assignment and subleasing

**60.** Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the dwelling to a person called the assignee; as a result, he is

released from his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents his dwelling or a part thereof binds himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

**61.** The lessee is entitled to assign his lease or to sublease his dwelling with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

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

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

**63.** A landlord 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.).

**64.** 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, from the landlord (art. 1940 C.C.Q.) (particular No. 131).

### Resiliation of lease by the lessee

(art. 1974 C.C.Q.)

**65.** A lessee may resiliate his lease if

- he is allocated a dwelling in low-rental housing; or
- he can no longer occupy the dwelling because of a handicap; or
- in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the landlord, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

### Surrender of dwelling upon termination of the lease

(particular No. 7)

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

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

**67.** Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he 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 lessee and the landlord, otherwise the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

**68.** Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

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

Table A

**Non-renewal of lease by the lessee:  
periods for giving notice** (arts. 1942, 1945 and 1946 C.C.Q.)

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

Table B

**Steps to modify the lease and periods for giving notice** (arts. 1942, 1945 and 1947 C.C.Q.)

	<b>1st step: Notice by landlord</b>	<b>2nd step: Lessee's reply</b>	<b>3rd step: Application to the Régie du logement by landlord</b>
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. <b>If the lessee fails to reply, he is deemed to have accepted the requested modification.</b>	Within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired modification		
<b>Lease for a room</b>	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		

Table C

**Steps for repossessing the dwelling and periods for giving notice** (arts. 1960, 1962 and 1963 C.C.Q.)

	<b>1st step: Notice by landlord</b>	<b>2nd step: Lessee's reply</b>	<b>3rd step: Application to the Régie du logement by landlord</b>
<b>Lease of more than 6 months</b>	6 months before term	Within 1 month after receiving the landlord's notice. <b>If the lessee fails to reply, he is deemed to have refused to vacate the dwelling.</b>	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
<b>Lease of 6 months or less</b>	1 month before term		
<b>Lease with an indeterminate term</b>	6 months before intended date of repossession		

**RÉGIE DU LOGEMENT**

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.