

D**RENT**

- The **rent** is payable in equal instalments of \$ _____ per month
per week other _____, for a total of \$ _____
_____ for the full term of the lease.
- The rent for the **first payment period** (month, week or other) will be paid
in whole, on _____ / _____ / _____ **or**
in part, that is \$ _____ on _____ / _____ / _____
and \$ _____ on _____ / _____ / _____
Specify the amount Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day
of the month of the week other _____.
- Rent is payable in accordance with the following method of payment:
by cheque in cash other method of payment _____
- Rent shall be payable at _____
Place of payment - specify if by mail

The educational institution may not require payment by means of a **postdated** cheque or other postdated instrument, nor may it require from the student any amount of money other than the rent (e.g., deposit for keys) (art. 1904 C.C.Q.).

E**SERVICES AND CONDITIONS****By-laws of the immovable**

- There are by-laws for the immovable: Yes No
- If yes, a copy of the by-laws was given to the student before entering into the lease: Yes No
- If yes, on _____
Date when by-laws were given to the student

Other services and conditions

F
**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED
AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**
Section to be completed where one or more of the situations described herein applies

The student and the educational institution **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 room is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on _____ / _____ / _____
day month year
- or**
- the room is located in an immovable whose use for residential purposes results from a change of destination that was made 5 years ago or less. The immovable became ready for habitation on _____ / _____ / _____
day month year

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

If one of the 2 boxes above is ticked off, and if the 5-year period has not yet expired, the student who objects to a modification in his lease requested by the educational institution, such as an increase in the rent, shall vacate the room upon termination of the lease (particulars Nos. 46 and 48).

If neither of the 2 boxes is ticked off, and if the student objects to a modification in his lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 48 and 49).

G**NOTICE TO A NEW STUDENT (arts. 1896 and 1950 C.C.Q.)****Mandatory notice to be given by the educational institution
at the time the lease is entered into, except where section F is completed**

I hereby notify you that the lowest rent paid for your room during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was

\$ _____ per month per week other _____.

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

If no, the following changes have been made (e.g., telephone added or removed):

Date _____

Signature of the educational institution's representative _____

If the new student pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the educational institution did not give that notice at the time the lease was entered into, the new student may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new student may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

The text of the particulars in Part 2 is added to this first part.

H**SIGNATURES**

Place of signature _____ Date _____ Signature of the educational institution's representative _____

Place of signature _____ Date _____ Signature of student _____

Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., surety, witness, etc.).

Name _____ Address _____ Capacity _____

Place of signature _____ Date _____ Signature _____

Name _____ Address _____ Capacity _____

Place of signature _____ Date _____ Signature _____

Within 10 days after entering into this lease, the educational institution must give the student a copy of both parts of the lease (art. 1895 C.C.Q.).

RÉGIE DU LOGEMENT

Students and educational institutions 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.

General information

These particulars describe most of the rights and obligations of students who are lessees and educational institutions that are lessors. They summarize the essential points of the law concerning leases, articles 1851 to 1983 of the *Civil Code of Québec* (C.C.Q.), particularly articles 1979 to 1983.

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 room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant 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 student in such a manner as to limit his right to peaceable enjoyment of the premises or to induce him to leave his room. 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 educational institution shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. If the educational institution is not a public body, 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 (art. 1897 C.C.Q.)

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

By-laws of the immovable (art. 1894 C.C.Q.)

2. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the room and of the common premises.

If there are such by-laws, the educational institution must give the student a copy thereof before entering into the lease, so that they form part of the lease.

Clauses of the lease

3. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease (particular No. 4).

The legal rules contained in particulars Nos. 22, 23, 51 and 52, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

4. Pursuant to article 1893 (C.C.Q.), clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Civil Code have no effect (are void).

For instance, no one may waive his right to maintain occupancy (art. 1936 C.C.Q.).

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

The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the student by reason of an increase in the number of occupants in the room, unless the size of the room warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a clause 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 clause whereby the student acknowledges that the room is in 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

5. The student may apply to the Court 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

6. The student has a personal right to maintain occupancy in his room (art. 1936 C.C.Q.). He may be evicted from his room only in the cases provided for by law, including

- the resiliation of the lease for nonperformance of his obligations (art. 1863 C.C.Q.);
- resiliation of the lease if the student ceases to be a full-time student, ends his studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

7. A student who rents a room in an educational institution is entitled to maintain occupancy for any period during which he is enrolled in the institution as a full-time student (art. 1979 C.C.Q.) (particular No. 8).

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

8. A student who wishes to avail himself of the right to maintain occupancy shall give 1 month's notice before the expiry of the lease (art. 1980 C.C.Q.) (particular No. 45).

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

10. Where a student ceases to be a full-time student, the educational institution may resiliate the lease by giving 1 month's notice.

However, the student may, within 1 month of receiving the resiliation notice, contest it on its merits by filing an application with the Régie du logement (art. 1982 C.C.Q.).

11. Where a student ceases to be a full-time student, he may likewise resiliate the lease by giving 1 month's notice (art. 1982 C.C.Q.).

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

Change of lessor

13. A new lessor is bound to respect the lease of the student (art. 1937 C.C.Q.).

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 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.).

Delivery of room at beginning of lease

15. The educational institution shall, on the date scheduled for delivering the room, deliver the room in a good state of repair in all respects. However, the student and the educational institution 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 educational institution may not release itself from its obligation to deliver the room, 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.).

16. A student may refuse to take possession of a room 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 resiliated automatically (arts. 1913 and 1914 C.C.Q.).

Payment of rent

17. When entering into a lease, the educational institution may require payment of rent in advance for the first payment period (month or week). However, such advance payment may not exceed 1 month's rent (art. 1904 C.C.Q.).

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

19. 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.).

20. Payment shall be made at the place expressly or implicitly designated by the parties. If no place is so designated, payment shall be made at the domicile of the student (art. 1566 C.C.Q.).

21. Non-payment of the rent entitles the educational institution to obtain from the Court a condemnation forcing the student to pay it. Also, if the student is over 3 weeks late in paying his rent, the educational institution may obtain the resiliation of the lease.

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

Enjoyment of premises

22. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 3).

23. The student 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. 3).

24. The student may not, without the consent of the educational institution, use or keep in the room a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

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

26. During the term of the lease, the educational institution and the student may not change the form or use of the room (art. 1856 C.C.Q.).

Maintenance and repairs

Obligation of maintenance

27. The educational institution is obligated 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.).

28. The student shall keep the premises in clean condition. The educational institution shall restore the premises to clean condition after carrying out work in them (art. 1911 C.C.Q.).

29. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

30. 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.).

31. The student may abandon his room if it becomes unfit for habitation. In such case, he shall inform the educational institution of the condition of the room before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

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

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

33. The student 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 premises. However, he may do so only if he has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course.

The educational institution may intervene to pursue the work.

The student shall render an account to the educational institution of repairs undertaken and expenses incurred and shall deliver to it 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.)

34. The educational institution shall give notice to the student before undertaking in the leased premises major repairs or improvements that are not urgent. If temporary vacancy is necessary, it shall offer compensation equal to the reasonable expenses the student will have to incur during the work. Such compensation is payable to the student 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 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 1 week. In such case, at least 3 months' notice is required.

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

However, if the notice does not require the student to vacate the premises temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to 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 premises

- 35.** To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:
- the student shall facilitate access to the room and shall not refuse access without justification;
 - the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).
- 36.** The educational institution may, during the lease, have access to the room
- to ascertain its condition between 9:00 a.m. and 9:00 p.m.;
 - to show the premises to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
 - to carry out work in the premises between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the educational institution shall give the lessee 24 hours' 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. 34).

37. A student who has not given a notice of renewal of his lease (particular No. 45) or who exercises his right to resiliate the lease (particular No. 11) shall allow the educational institution to show the room to a prospective lessee during the month preceding the end of the lease. Visits shall take place between 9:00 a.m. and 9:00 p.m. A student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

38. The student may require the presence of a representative of the educational institution during a visit to or a verification of his room (arts. 1932 and 2130 C.C.Q.).

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

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may obtain an order for access from the Régie du logement.

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

40. No lock or other device restricting access to the leased premises may be installed or changed without the consent of the student and of the educational institution (art. 1934 C.C.Q.).

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

Notices (art. 1898 C.C.Q.)

42. Every notice relating to the lease, given by the educational institution (e.g., notice of modification of the conditions of the lease) or by the student (e.g., notice of renewal of 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 a new address communicated since then.

Exception: Only the notice by the educational institution for the purpose of having access to the room may be given orally (particular No. 36).

43. 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

44. The lease for a room in an educational institution is not renewed of right (automatically), unlike leases for other kinds of dwellings (art. 1941 C.C.Q.) (particulars Nos. 7, 8 and 9).

45. A student who wishes to avail himself of the right to maintain occupancy shall give notice 1 month before expiry of the lease of his intention to renew the lease.

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

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

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

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

- in the case of a room
 - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling
 - between 1 and 2 months before the lease expires if its term is less than 12 months; or
 - between 3 and 6 months before the lease expires if its term is 12 months or more.

47. The educational institution shall, in that notice of modification, indicate to the student

- the modification or modifications requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, 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 that will be determined by the Régie du logement;
- the time granted to the student 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

(arts. 1945 and 1980 C.C.Q.)

48. A student who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the educational institution that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications.

If the student fails to reply, this means that he accepts the modifications requested by the educational institution. If the student refuses the modification, he is entitled to return to his room (particulars Nos. 7 and 45). However, the Régie du logement may be requested to set the conditions of renewal (particular No. 49).

Exception: Where Section F has been completed, a student who refuses the requested modification shall vacate the room for good upon termination of the lease.

Fixing of conditions of the lease by the Régie du logement (art. 1947 C.C.Q.)

49. The educational institution has 1 month, after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed on the same conditions.

Assignment and subleasing

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

Surrender of room upon termination of the lease

(particular No. 3)

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

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

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

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