MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT LEASE FOR A DWELLING IN LOW-RENTAL HOUSING

This lease comprises 2 parts.

Part 1
BETWEEN

	the lessee	and the landlord (less	or)
Name		Name	
No.	Street Apt	No. Street	Apt.
Municipality	Postal code	Postal Municipality code	l
Telephone (domicile)	Telephone (other)	Telephone	
-	the lessee	Represented by	
Name		Name	
No.	Street Apt.	Position	
Municipality	Postal		
Telephone (domicile)	Telephone	mandated for that purpose.	
	(other)	se the term lessor in the law	
 The nam 	es indicated in the lease shall be that of the lessee a ular includes the plural.	and that of the landlord or the name that the law authorizes there	m to use.
В	DESCRIPTION	N OF LEASED DWELLING	
No	Street	Apartm	nent
Municip	ality	Postal code	
c	TERM OF LEASE	AND RENT (art. 1851 C.C.Q.)	
Term			
ierm	The term of the lease is	beginning on	,
	(Specify weeks, mon	ths or years) day month	year
	and ending on/ daymonth (Usually the last day	year	
Rent	tosually the last day	or a month)	
	The lessee undertakes to pay the rent to	to the landlord in equal instalments of \$	
		on the first day of each month.	
	The rent is the result of the application in low-rental housing.	of the regulations respecting the rental conditions	of dwellings
	The rent will be payable as follows (ter	rms and conditions and place of payment):	
The land	lord may not exact payment by means of	a postdated cheque or other postdated instrumeney other than the rent (e.g., deposit for keys) (art.	nt. He may
			1904 C.C.Q.).
·)	ACCESSORIES, DEPENDE	ENCIES, 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	n to the lessee before entering into the lease: Ye	es 🗆 No 🗆
	If yes, on		
A	Date when by-laws were given to lessee		
	ories, dependencies, services and con led by the by-laws)	nditions (other than those provided for in the renta	al conditions
	·		

	ATTAC	HED DOCUMENTS
ne following attached di	ocuments are an integral	part of this lease:
The t	ext of the particulars	s in Part 2 is added to this first part.
	-	
		IGNATURES
		IGNATURES
ace of signature	Date	Signature of landlord's mandatary
ace of signature	Date	Signature of lessee
ace of signature	Date	Signature of lessee
ame	Address	Capacity
ace of signature	Date	Signature
ame	Address	Capacity
ace of signature	Date	Signature
married lessee may no	NOTICE OF FAMILY t, without the written cons f the spouses, that the dw	RESIDENCE (art. 403 C.C.Q.) sent of his spouse, terminate his lease where the landlord haveling leased is used as the family residence.
l hereby declare	e that I am married to Name	. I hereby notify you that the
dwelling covere	ed by the lease will be use	ad as the family residence
· ·	od by the loade will be ase	as the falling residence.

PARTICULARS

General information

These particulars describe most of the rights and obligations of the lessees and landlords of dwellings in low-rental housing. They summarize the essential points of the law concerning leases, i.e., articles 1851 to 1978 of the Civil Code of Québec (C.C.Q.) and the specific rules governing dwellings in low-rental housing found in articles 1984 to 1995.

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 inviviable.

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.O.).

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 Access to documents held by public bodies and the Protection of personal information. Where the landlord is not a public agency, the landlord 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 landlord and the lessee may agree to use another language.

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

2. The rules to be observed in the immovable may be 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 landlord must give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

Clauses of the lease

3. The landlord and the lessee may agree on various clauses, but they may not, by means of a clause in the lease, disregard the provisions of public order under a statute (particular No. 4) or those in the by-laws of the Société d'habitation du Ouébec.

The legal rules contained in particulars Nos. 21, 22 and 55 to 57, *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, 1886, 1888, 1889, 1883, 1892 to 1939, 1941 to 1944, 1946, 1948, 1956, 1959 to 1961, 1965 to 1978 and 1984 to 1995 of the Civil Code have no effect (are void)
 - For instance,
- the lessee may not waive his right to maintain occupancy (art. 1936 C.C.Q.);
- the parties may not agree that the lessee may sublease his dwelling or assign his lease (art. 1995 C.C.Q.).
 A person may not release himself from the obligation to give notice (art. 1898 C.C.O.).

The following clauses are also without effect:

- a clause limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his 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 in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- · a clause whereby the lessee acknowledges that the
- dwelling is in habitable condition (art. 1910 C.C.Q.);

 a clause providing for the total payment of the rent if the lesses fails to pay an instalment (art. 1905 C.C.Q.).
- 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
- 5. The lessee may also 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. Subject to the landlord's right to relocate the lessee (particular No. 53), the lessee 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 resiliation of the lease for failure to perform obligations (arts. 1863, 1971 and 1973 C.C.Q.).
- The cessation of cohabitation or the death of a colessee does not abrogate 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 in the by-laws. The landlord may in such case resilitate the lease by giving notice thereof 3 months before termination of the lease. Such resiliation may be contested by applying to the Régie du logement within a period of 1 month from the time the notice is received, otherwise the lessee is deemed to have agreed to the resiliation (arts. 1991 and 1993 C.C.Q.).

8. Where a dwelling in low-rental housing is assigned following a false statement of the lessee, the landlord may within 2 months after becoming aware of the false statement, apply to the Régie du logement for resiliation of the lease or the modification of certain conditions of the lease if, were it not for the false statement, he would not have assigned the dwelling to the lessee or would have done so on different conditions (art. 1988 C.C.Q.).

Change of landlord

- 9. 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.O.)
- 10. 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.O.).

Death

11. A lease is not terminated by the death of the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated 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

12. The landlord shall, on the date scheduled for delivering the dwelling, deliver the dwelling 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 tart. 1854 1st par. and art. 1893 C.C.Q.J.

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.).

13. 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 resiliated automatically (arts. 1913 and 1914 C.C.Q.).

Rent

Fixing of the rent (art. 1992 C.C.Q.)

14. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec in respect of the rental conditions, the lessee may apply to the Régie du logement for a review of the rent within 2 months after it is fixed (particular No. 48).

Reduction of rent during the term of the lease (art. 1994 C.C.Q.)

15. During the term of the lease, the landlord shall, at the request of a lessee who has suffered a reduction of income or a change in the composition of his household, reduce the lessee's rent in accordance with the by-laws of the Société d'habitation du Québec. If the landlord refuses or neglects to do so, the lessee may apply to the Régie du logement for the reduction.

If the lessee's income 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 Régie du logement within 1 month after it is re-established.

Payment of rent

- 16. A lessee's first obligation is to pay the rent agreed upon. The lessee is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).
- 17. The rent shall be paid at the domicile of the lessee, unless otherwise agreed (art. 1566 C.C.Q.).
- 18. Non-payment of the rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. If the lessee is over 3 weeks late in paying his rent, the landlord may obtain resiliation of the lease.

Frequent late payment of the rent may also warrant the resiliation 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.)

19. 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

20. 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.O.).

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.O.).

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

Enjoyment of premises

- **21.** 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. 3).
- 22. 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. 3).
- **23.** 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.O.).
- **24.** 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.O.).
- 25. 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.).
- **26.** 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

- 27. 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.).
- 28. The lessee shall keep the dwelling in clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).
- 29. 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.).
- 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.O.).
- 31. A 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

32. 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.).

33. 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.O.)

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

34. 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 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

35. 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.).
- 36. The landlord may, during the lease, have access to the
- · 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 lesses 24-hour notice in writing or orally. In the case of major work, the time period for giving the notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 34).

37. A lessee who gives notice to the landlord of his intention to vacate the dwelling (particular No. 50) 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.

- 38. 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.)
- 39. Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not met.

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.).

- 40. 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.).
- 41. 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)

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

42. Every notice relating to the lease, given by the landlord (e.g., notice of modification of the conditions of the lease) or by the lessee (e.g., notice of resiliation 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. 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 (art 1941 C.C.O.)

44. 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

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 6, 7 and 11). However, he may, with a view to the renewal, modify the conditions of the lease. To that end, he shall, in the case of a 12-month lease, give notice of the modification to the lessee between 3 and 6 months before term (art. 1942 C.C.O.1

- 45. In the notice of modification, the landlord shall inform the lessee
- · of his intention to modify the rent:
- of any other modification requested (arts. 1942 and 1992 C.C.Q.).

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

- 46. The lessee shall provide the landlord with the names of the persons living with him and with the required vouchers attesting to income. That information shall be provided within 1 month following the landlord's request by-laws of the Société d'habitation du Québec in respect of rental conditions).
- 47. A lessee who has received a notice of modification of a condition in the lease other than the rent has 1 month after receiving that notice to apply to the Régie du logement for a ruling on the merits of the modification; otherwise, he is deemed to consent to the new conditions (art. 1993 C.C.Q.).
- 48. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec, the lessee may within 2 months after the rent is fixed, apply to the Régie du logement for a review of the rent (arts. 1956 and 1992 C.C.Q.) (particular No. 14).

Agreement on modifications (art. 1895 C.C.Q.)

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

Resiliation of lease by the lessee (art. 1995 C.C.O.)

50. The lessee of a dwelling in low-rental housing may resiliate his lease at any time by giving prior notice of 3

Assignment and subleasing (art. 1995 C.C.O.)

51. The lessee of a dwelling in low-rental housing may not sublease his dwelling or assign his lease.

Relocation of lessee

52. A lessee who occupies a dwelling of a category other than that to which he is entitled may apply to the landlord to have his name re-entered on the eligibility list (by-laws respecting the assignment of dwellings in low-rental housing).

If the landlord 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 is entitled, the lessee may apply to the Régie du logement to contest the landlord's decision within 1 month after receiving notice of the landlord's refusal or the assignment of the dwelling (art. 1989 C.C.Q.).

53. If the lessee occupies a dwelling of a category other than that to which he is entitled, the landlord may at any time relocate him in a dwelling of the appropriate category, if he gives him 3 months' notice.

The lessee may apply to the Régie du logement for a review of the decision within 1 month after receiving the landlord's notice (art. 1990 C.C.Q.).

54. An applicant entered on the eligibility list and already residing in a dwelling in low-rental housing may be relocated if his safety or state of health or, where applicable, the safety or state of health of a member of his household so requires, in accordance with the criteria prescribed by a by-law of the landlord (by-laws respecting the assignment of dwellings in low-rental housing).

Surrender of dwelling upon termination of the lease

(particular No. 3)

55. 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.).

56. 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.).

- **57.** 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.O.).

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.