

# LEASE

for a Dwelling  
in Low-Rental Housing

## RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

### A BETWEEN (WRITE LEGIBLY)

#### THE LESSOR

Name \_\_\_\_\_

No. Street Apt. Municipality Postal code

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

Represented by: \_\_\_\_\_

#### THE LESSEE

Name \_\_\_\_\_

No. Street Apt. Municipality Postal code

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

Telephone No. Other telephone No. (cell phone)

Email address \_\_\_\_\_

#### THE LESSEE

Name \_\_\_\_\_

No. Street Apt. Municipality Postal code

Telephone No. Other telephone No. (cell phone)

Telephone No. Other telephone No. (cell phone)

Email address \_\_\_\_\_

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

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

#### Address

No. Street Apt. Municipality Postal code Number of rooms

Municipality Postal code Number of rooms

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

The term of the lease is \_\_\_\_\_ . From \_\_\_\_\_ to \_\_\_\_\_  
Specify number of weeks or months Day Month Year Day Month Year

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

The rent is \$ \_\_\_\_\_ .  Per month  Per week

The total cost of services is \$ \_\_\_\_\_ .  Per month  Per week

The total rent is \$ \_\_\_\_\_ .  Per month  Per week

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

Where applicable, enter the cost of services of a personal nature in Schedule 6 to the lease: Services Offered to the Lessee by the Lessor.

#### DATE OF PAYMENT

##### FIRST PAYMENT PERIOD

The rent will be paid on \_\_\_\_\_ .  
Day Month Year

##### OTHER PAYMENT PERIODS

The rent will be paid on the 1st day  Of the month  Of the week

Or on \_\_\_\_\_ .  
Specify

#### METHOD OF PAYMENT

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

Cash  Cheque  Electronic bank transfer  Other \_\_\_\_\_ .

The lessee agrees to give the lessor postdated cheques for the term of the lease.

Yes  No \_\_\_\_\_  
Initials of lessee Initials of lessee

#### PLACE OF PAYMENT

The rent is payable at \_\_\_\_\_ .  
Place of payment (specify if the payment is made by mail, if applicable)

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

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

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

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

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

Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).

Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).



**E ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS**

**BY-LAWS OF THE IMMOVABLE**

A copy of the by-laws of the immovable was given to the lessee **before** entering into the lease.

Given on \_\_\_\_\_  
Day Month Year Initials of lessee Initials of lessee

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

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

**The by-laws may not contradict the lease or violate the law.**

**ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS**

(Other than those provided for in the leasing conditions set by the regulations)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The lessee has a right of **access to the land**.  Yes  No

Specify \_\_\_\_\_

The lessee has the right to keep one or more **animals**.  Yes  No

Specify \_\_\_\_\_

**The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.**

\_\_\_\_\_  
Initials of lessor's mandatary

\_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Initials of lessee

\_\_\_\_\_  
Initials of lessee

\_\_\_\_\_  
Day Month Year

**F SCHEDULES**

This lease is supplemented by the following schedules, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, which form an integral part of the lease.

**G SIGNATURES**

\_\_\_\_\_  
Signature of lessor (or his or her mandatary) \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Signature of lessee (or his or her mandatary) \_\_\_\_\_  
Day Month Year Signature of lessee (or his or her mandatary) \_\_\_\_\_  
Day Month Year

The lessees undertake to be solidarily liable for the lease (**particulars Nos. 16 and 17**).  Yes  No \_\_\_\_\_  
Initials of lessee Initials of lessee

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

\_\_\_\_\_  
Name (WRITE LEGIBLY) Signature Capacity

\_\_\_\_\_  
Address of signatory \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Name (WRITE LEGIBLY) Signature Capacity

\_\_\_\_\_  
Address of signatory \_\_\_\_\_  
Day Month Year

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

**H NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.C.Q.)**

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

**Notice to lessor**

I hereby declare that I am **married** to or **in a civil union** with \_\_\_\_\_  
Name of spouse

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

\_\_\_\_\_  
Signature of lessee or lessee's spouse \_\_\_\_\_  
Day Month Year

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



**GENERAL INFORMATION**

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

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

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

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

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

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

**Charter of human rights and freedoms**

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

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

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

**Access to documents and protection of personal information**

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

**Schedule 6**

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 to the lease, Services Offered to the Lessee by the Lessor, shall be completed.

**ENTERING INTO THE LEASE****Language of the lease and of the by-laws of the immovable**

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

**Clauses of the lease**

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

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

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1944, 1946, 1948, 1956, 1959 to 1961, 1965 to 1978 and 1984 to 1995 of the Code are without effect.

For instance:

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

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

The following clauses are also without effect:

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

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

**RIGHT TO MAINTAIN OCCUPANCY**

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

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

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

The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, such persons are not entitled to renewal of the lease if they no longer meet the conditions of allocation prescribed by the regulations. The lessor may in such case resiliate the lease by giving notice thereof three months before termination of the lease. Such rescission may be contested by applying to the Régie du logement within a period of one month after the notice is received. Otherwise, the lessee is deemed to have agreed to the rescission (arts. 1991 and 1993 C.C.Q.).

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

**New lessor**

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

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

**Death**

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

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

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

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

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

**DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE**

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



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

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

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## RENT

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### Fixing of the rent

**13.** If the rent is not fixed in accordance with the regulations respecting the Société d'habitation du Québec respecting leasing conditions, the lessee may apply to the Régie du logement for a review of the rent within two months after it is fixed (art. 1992 C.C.Q.).

### Reduction of rent during the term of the lease

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

If the income of the lessee returns to or becomes greater than what it was, the former rent is re-established; the lessee may contest the re-establishment of the rent by applying to the Régie du logement within one month after it is re-established (art. 1994 C.C.Q.).

### Non-payment of rent

**15.** Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

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

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## LIABILITY OF SPOUSES AND CO-LESSEES

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

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

### Liability of co-lessees

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

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

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

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## ENJOYMENT OF PREMISES

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

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

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

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

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

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

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## MAINTENANCE OF DWELLING AND REPAIRS

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### Obligation of maintenance

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

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

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

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

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

### Urgent and necessary repairs

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

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

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

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

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

### Major non-urgent work

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

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

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of

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

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

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the 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 modify or suppress any condition relating to the performance of the work that he or she 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 indemnity, if any.

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## ACCESS TO AND VISIT OF DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

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## NOTICES

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

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

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

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## RENEWAL AND MODIFICATION OF LEASE

### Renewal of lease

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

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

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

- of his or her intention to modify the rent (art. 1992 C.C.Q.);
- any other modification requested (arts. 1942 and 1993 C.C.Q.).

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

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

### Non-renewal of lease by the lessee

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

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

### Contestation of a notice of modification

**45.** A lessee who has received a notice of modification of a condition of the lease other than the rent has one month after receiving the notice to apply to the Régie du logement for a ruling on the merits of the modification. Otherwise, he or she

is deemed to consent to the new conditions (art. 1993 C.C.Q.).

### Fixing of the rent

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

### Agreement on modifications

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

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## RESILIATION OF LEASE BY THE LESSEE

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

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

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

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

- if the safety of the lessee or of a child living with the lessee is threatened because of the **violent behaviour of a spouse or former spouse** or because of a **sexual aggression**, even by a third party.

### Notices

- Article 1974 C.C.Q.

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

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

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

- Article 1974.1 C.C.Q.

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

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

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

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

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## ASSIGNMENT AND SUBLEASING

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

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## RELOCATION OF LESSEE

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

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

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

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

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

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## SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

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

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

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

