

MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT

# LEASE

OF A DWELLING IN A COOPERATIVE

**A**

BETWEEN

<p style="text-align: center;"><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ (other) _____</p> <p>Member of the cooperative: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: center;"><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ (other) _____</p> <p>Member of the cooperative: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p style="text-align: center;"><b>and the lessor, hereinafter referred to as the cooperative</b></p> <p>Name of the cooperative _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone _____</p> <p>Represented by</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>
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- The names indicated in the lease shall be that of the lessee and that of the cooperative or the name that the law authorizes them to use.  
- The singular includes the plural.

**B**

**DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES**

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

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

Number of rooms \_\_\_\_\_

Outdoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Indoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Locker/storage space  Specify \_\_\_\_\_

Other \_\_\_\_\_

The parties should make a description of the **condition of the premises** at the time of the delivery of the dwelling (art. 1890 C.C.Q.).

**C**

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

**Fixed term lease**

- The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year
- and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year  
(usually the last day of a month)

**or**

**Indeterminate term lease**

- The term of the lease is indeterminate, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

Whether the term of the lease is fixed or indeterminate, the cooperative **may not** terminate the lease (except in the cases provided for by law) (particulars Nos. 5 and 9).

**D**

**RENT (arts. 1903 and 1904 C.C.Q.)**

The **rent** is payable in equal instalments not exceeding 1 month's rent except the last instalment which may be less. The cooperative may not exact any other amount of money from the lessee (e.g., deposit for keys).

- The rent is \$ \_\_\_\_\_ per month  per week
- other \_\_\_\_\_, for a total amount of \$ \_\_\_\_\_  
\_\_\_\_\_ for the full term of the lease (if it is a fixed term lease).

**D**

**RENT (arts. 1903 and 1904 C.C.Q.) (cont.)**

**Date of payment**

The cooperative may require advance payment of the rent only for the **first payment period** (the first month, the first week or other). The advance payment may not exceed 1 month's rent. As to the **other instalments**, rent is payable only on the **first day** of each payment period (month, week or other), unless otherwise agreed.

- The rent for the **first payment period** will be paid in whole, on \_\_\_\_\_ day / month / year  
 or in part, that is \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
 and \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
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 \_\_\_\_\_.

**Method of payment**

The cooperative may not require payment by means of a **postdated** cheque or other postdated instrument.

- Rent is payable in accordance with the following method of payment:  
 by cheque  in cash  other method of payment \_\_\_\_\_

**Place of payment**

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

- Rent will be payable at \_\_\_\_\_  
Place of payment - specify if by mail

**Proof of payment**

The lessee is entitled to a receipt for the payment of his rent (art. 1568 C.C.Q.).

**E**

**SERVICES AND CONDITIONS**

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

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 cooperative **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.

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

**Works and repairs**

On the date fixed for the delivery of the dwelling, the cooperative must deliver it in a good state of repair in all respects. However, the lessee and the cooperative 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 cooperative may not release itself from its 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.).

- Where applicable, the work to be carried out by the cooperative is as follows:  
 - before the delivery of the dwelling  
 \_\_\_\_\_  
 \_\_\_\_\_  
 - during the lease  
 \_\_\_\_\_  
 \_\_\_\_\_

**Janitorial service** Yes  No

- The telephone number of the janitor or person to contact in case of need is \_\_\_\_\_  
Specify

**Services, taxes and consumption costs**

• Will be borne	<b>by the cooperative</b>	<b>of the lessee</b>		<b>by the cooperative</b>	<b>of the lessee</b>
Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>		Snow removal	<input type="checkbox"/> <input type="checkbox"/>
Hot water	<input type="checkbox"/>	<input type="checkbox"/>		parking area	<input type="checkbox"/> <input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>		balcony	<input type="checkbox"/> <input type="checkbox"/>
Water tax	<input type="checkbox"/>	<input type="checkbox"/>		entrance	<input type="checkbox"/> <input type="checkbox"/>
				stairs	<input type="checkbox"/> <input type="checkbox"/>

**E****SERVICES AND CONDITIONS (cont.)****Conditions**

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

Specifications or limitations \_\_\_\_\_

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

Specifications or limitations \_\_\_\_\_

**Other services and conditions**


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**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 lessee and the cooperative **may not apply to the Régie du logement** for the fixing of the rent or for the modification of another condition of the lease because

- the dwelling is leased by a housing cooperative to one of its members.
- the dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year  
**or**
- the dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school converted into dwellings). 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 3 boxes above is ticked off**, and if the situation described therein persists, the lessee who objects to a modification in his lease requested by the cooperative, such as an increase in the rent, shall vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).

**If none of the 3 boxes is ticked off**, and if the lessee objects to a modification in his lease requested by the cooperative and wishes to continue to live in the dwelling, the lease is then renewed. The cooperative may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).

**G****NOTICE TO A NEW LESSEE**  
(arts. 1896 and 1950 C.C.Q.)

**A cooperative is not required to give this notice where it leases a dwelling to a member or where the dwelling is located in an immovable erected or converted 5 years ago or less, if it indicates that fact in Section F. In such a case, the lessee may not apply to the Régie du logement to have his rent fixed.**

**In other cases:****Mandatory notice to be given by the cooperative at the time the lease is entered into.**

I hereby notify you that the lowest rent paid for your dwelling 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., addition of parking, heating to be paid by the lessee):

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Date \_\_\_\_\_

Signature of the mandatary of the cooperative \_\_\_\_\_

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

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

**H****SIGNATURES**

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of the mandatary of the cooperative \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, 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 the lease, the cooperative must give the lessee a copy of the lease (art. 1895 C.C.Q.).**

**I****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, sublease his dwelling, transfer his lease or terminate his lease where the cooperative has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to cooperative**

I hereby declare that I am married to \_\_\_\_\_ . I hereby notify you that the  
Name of spouse  
 dwelling covered by the lease will be used as the family residence.

Date \_\_\_\_\_ Signature of lessee or spouse \_\_\_\_\_

**RÉGIE DU LOGEMENT**

Lessees and lessors 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.

## PARTICULARS

### General information

These particulars describe most of the rights and obligations of lessees and housing cooperatives. They summarize the essential points of the law concerning leases, articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

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

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

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

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

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

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

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

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

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

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

Please note that specific rules, which are not mentioned in these particulars, apply to the lease of a dwelling in low-rental housing within the meaning of article 1984 2nd par. of the Civil Code, where this form must be used.

### 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 cooperative and the lessee may agree to use another language.

#### Clauses of the lease

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

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

3. 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 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Civil Code have no effect (are void).

For instance, no one may, in the lease,

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

A person may not 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 cooperative or releasing it 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 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 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 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.).

4. 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

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

- resiliation of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division or substantial enlargement of the dwelling (art. 1959 C.C.Q.).

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

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (Section G, Notice to a new lessee).

### Change of lessor

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

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

### Death

9. 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 cooperative may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

### Non-payment of rent

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

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

11. 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 cooperative of his or her unwillingness to be bound for the debt.

### Co-lessee's liability

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

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

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

## Enjoyment of premises

13. The cooperative shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 2).

14. 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. 2).

15. The lessee may not, without the consent of the cooperative, 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 cooperative (art. 1919 C.C.Q.).

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

17. The lessee and the persons he 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.).

18. During the term of the lease, the cooperative 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

19. The cooperative 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.).

20. The lessee shall keep the dwelling in clean condition. The cooperative shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

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

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

### Dwelling unfit for habitation

23. A 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.).

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

### Urgent and necessary repairs

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

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

26. 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 cooperative of the situation and if the latter has not acted in due course.

The cooperative may intervene to pursue the work itself.

The lessee shall render an account to the cooperative 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.)

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

The notice shall indicate

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

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the cooperative 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

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

- the lessee shall facilitate access to the dwelling and shall not refuse access without justification;
- the cooperative shall not abuse 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.).

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

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

In all 3 cases, the cooperative shall give the lessee 24 hour's notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 27).

30. A lessee who gives notice to the cooperative of his intention to vacate the dwelling (particulars Nos. 38, 41 and 50) shall, from that time, allow the cooperative to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow it to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

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

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

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

Abuse of the right of access by the cooperative 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.).

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

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

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

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

**Exception:** Only the notice by the cooperative for the purpose of having access to the dwelling may be given orally (particular No. 29).

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

### **Renewal and modification of lease**

#### **Renewal of lease** (art. 1941 C.C.Q.)

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

However, a lease with a term longer than 12 months is renewed for 1 year only.

The cooperative may not prevent the lease from being renewed, except in certain cases (particulars Nos. 5 and 9). However, it may, with a view to the renewal, modify the lease, provided that it gives notice to the lessee (particulars Nos. 39 and 40).

The lessee may avoid such renewal, provided that it gives notice to the cooperative (particulars Nos. 38 and 41).

#### **Non-renewal of lease by the lessee** (arts. 1942, 1945 and 1946 C.C.Q.)

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

#### **Modification of lease**

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

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

- 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 lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

### **Reply to the notice of modification**

(art. 1945 C.C.Q.)

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

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

If the lessee fails to reply, this means that he accepts the modifications requested by the cooperative. Where the lessee is a member of the cooperative or where the immovable was erected or transformed 5 years ago or less, and where Section F has been completed, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

In other cases, if the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 42).

#### **Fixing of conditions of the lease by the Régie du logement** (arts. 1941 and 1947 C.C.Q.)

**42.** The Régie du logement may not modify the conditions of the lease where the cooperative leases the dwelling to a member or where the dwelling is located in an immovable erected or transformed 5 years ago or less and where it is mentioned in Section F (particular No. 41).

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

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

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

#### **Contestation of adjustment of rent**

(art. 1949 C.C.Q.)

**44.** Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the cooperative may not contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed where the lessee is a member of the cooperative or where the dwelling is located in an immovable erected or transformed 5 years ago or less and where it is mentioned in Section F.

In other cases, an application for that purpose may be filed with the Régie du logement within 1 month following the date on which the adjustment is to take effect.

### **Assignment and subleasing**

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

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

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

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

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

**48.** A cooperative that consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

**49.** The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before

receiving notice of 10 days to that effect from the sublessor or, failing him, from the cooperative (particular No. 5).

### Resiliation of lease by the lessee

(art. 1974 C.C.Q.)

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

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

### Surrender of dwelling upon termination of the lease

(particular No. 2)

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

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

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

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

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the 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 cooperative may retain them without compensation to the lessee (art. 1891 C.C.Q.).

Table A

### Non-renewal of lease by the lessee: periods for giving notice

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

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

Table B

### Steps to modify the lease and periods for giving notice

(arts. 1942, 1945 and 1947 C.C.Q.)

	1st step: Notice by cooperative	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by the cooperative
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	<p><b>1st situation:</b> The lessee is a member of the cooperative. A member of the cooperative shall reply within 1 month following receipt of the notice of modification. A member who refuses the modification requested to the lease shall leave the dwelling at the end of the lease, if the lease mentions in Section F the restriction on the right to have the rent fixed and the leave modified by the Régie du logement. A member who does not reply is deemed to have accepted the modification. If no boxes were ticked off in Section F, see the 2nd situation.</p> <p><b>2nd situation:</b> The lessee is not a member of the cooperative. The lessee shall reply within 1 month after receiving the notice of modification. If the lessee fails to reply, he is deemed to have accepted the requested modification.</p>	<p><b>1st situation:</b> The lessee is a member of the cooperative. If the lease of the member mentions the restriction on the right to have the rent fixed and the lease modified (Section F), the cooperative may not apply to the Régie du logement. If no such restriction is mentioned in the lease of the member, the cooperative may apply to the Régie du logement within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.</p> <p><b>2nd situation:</b> The lessee is not a member of the cooperative. The cooperative may apply to the Régie du logement within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.</p>
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired modification		
<b>Lease for a room</b>	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		