

# MANDATORY WRITING

in the Case of an Oral Lease

## TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

When the lease is oral, the lessor must give this form to the lessee within 10 days after entering into the lease (art. 1895 C.C.Q.).

### A BETWEEN THE LESSOR (WRITE LEGIBLY) AND THE LESSEE (WRITE LEGIBLY)

Name \_\_\_\_\_

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

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

Telephone No. Other telephone No. (cell phone) \_\_\_\_\_

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

Name \_\_\_\_\_

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

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

Telephone No. Other telephone No. (cell phone) \_\_\_\_\_

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

Where applicable, represented by: \_\_\_\_\_

Name \_\_\_\_\_

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

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

Telephone No. Other telephone No. (cell phone) \_\_\_\_\_

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

Name \_\_\_\_\_

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

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

Telephone No. Other telephone No. (cell phone) \_\_\_\_\_

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

### ADDRESS OF LEASED DWELLING

No. Street Apt. Municipality Postal code \_\_\_\_\_

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

The rent and the total cost of services are \$ \_\_\_\_\_ .  Per month  Per week

If the lease includes services of a personal nature, complete Schedule 6 to the lease: Services Offered to the Lessee by the Lessor.

### C RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The lessor and the lessee may not apply to the Tribunal administratif du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:

The dwelling is located in an immovable erected five 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 five years ago or less.  
The immovable became ready for habitation on \_\_\_\_\_ .  
Day Month Year

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

If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, **must vacate** the dwelling upon termination of the lease (particulars Nos. 48 and 50).

If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The lessor may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51).

### D NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)

**Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section C is checked off.**

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 Tribunal administratif du logement during that period, was \$ \_\_\_\_\_ .

Per month  Per week  Other \_\_\_\_\_ .

The property leased, the services offered by the lessor and the conditions of your lease are the same.  
 Yes  No

If the "No" box is checked off, the following changes have been made  
(e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):

\_\_\_\_\_  
Signature of lessor Day Month Year

If the new lessee or the sublessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease or sublease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublessee may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.

The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

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In the case of differences between this document and the laws that apply to dwellings, the laws take priority.

## GENERAL INFORMATION

These particulars describe most of the rights and obligations of 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.).

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.).

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 Tribunal administratif 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 Tribunal administratif 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.

### Act respecting the Protection of personal information in the private sector

The lessor shall comply with the prescriptions of this Act.

### Other leases and Schedule 6

Special rules apply to the lease of:

- a room to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- a dwelling in a cooperative (art. 1955 C.C.Q.);
- a dwelling in low-rental housing (arts. 1984 to 1995 C.C.Q.);
- land for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.).

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.

## DWELLING

1. 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.).

## ENTERING INTO THE LEASE

2. A lease is a contract to lease a dwelling. A lease is entered into when the lessor undertakes to lease a dwelling to a lessee, who in turn undertakes to pay the rent agreed upon for a fixed term or an indeterminate term. The contract may be written or oral (art. 1851 C.C.Q.).

### By-laws of the immovable

3. 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.).

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

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

### Language of the writing and of the by-laws of the immovable

4. The writing 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.).

### Conditions of the lease

5. The lessor and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order.

The legal rules contained in particulars Nos. 23, 24 and 61 to 63 are suppletive, i.e. they apply if the parties do not decide otherwise.

6. Pursuant to article 1893 of the *Civil Code of Québec*, conditions that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, and 1992 to 2000 of the Code are without effect.

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

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

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

The following conditions are also without effect:

- a condition limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a condition that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a condition that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a condition providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a condition in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);

- a condition whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a condition providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a condition limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

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

## RIGHT TO MAINTAIN OCCUPANCY

8. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy in his or her dwelling** (art. 1936 C.C.Q.).

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the repossession of the dwelling, eviction and the rescission of the lease by the lessor.

In addition, the lessor may give notice that the lease is not being renewed where the lessee has subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

9. 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 to be new lessees (art. 1951 C.C.Q.).

### New lessor

10. **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.).**

11. 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 Tribunal administratif du logement, deposit the rent with it (art. 1908 C.C.Q.).

### Death

12. A lease is not terminated by the death of the lessor or 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 rescind 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.).

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## DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

**13.** 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.).**

**14.** 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.).

## PAYMENT OF RENT

**15.** 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.

**The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys) (art. 1904 C.C.Q.).**

**16.** The lessor may not require payment of the rent by means of a postdated cheque or any other postdated instrument, unless otherwise agreed (art. 1904 2nd par. C.C.Q.).

**17.** The lessee shall pay the rent on the first day of each payment period (e.g. month, week), unless otherwise agreed. The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564, 1568, 1855 and 1903 C.C.Q.).

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

A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).

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

**20.** 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.).

## LIABILITY OF SPOUSES AND CO-LESSEES

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

**21.** 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 and surety

**22.** If more than one lessee is bound by the oral lease, 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.).

Suretyship securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

## ENJOYMENT OF PREMISES

**23.** 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.).

**24.** 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.).

**25.** 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.).

**26.** 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.).

**27.** 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.).

**28.** 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.).

## MAINTENANCE OF DWELLING AND REPAIRS

### Obligation of maintenance

**29.** 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.).

**30.** 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.).

**31.** 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.).

**32.** 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.).

**33.** 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

**34.** 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, recourses, 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 Tribunal administratif du logement (art. 1865 C.C.Q.).

**35.** The lessee may, without the authorization of the Tribunal administratif 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.)

**36.** 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 Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Tribunal administratif 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.

## ACCESS TO AND VISIT OF DWELLING

**37.** 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.).

**38.** 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.).

**39.** 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.

**40.** 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.).

**41.** 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 Tribunal administratif 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).

**42.** 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.).

**43.** 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.).

## NOTICES

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

**45.** 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.

## RENEWAL AND MODIFICATION OF LEASE

### Renewal of lease

**46.** 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 of more than 12 months is renewed for one year only (art. 1941 C.C.Q.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.). However, the lessor may modify the lease at the time of renewal, provided that he or she gives notice to the lessee.

The lessee may avoid such renewal, provided that he or she gives notice to the lessor.

### Non-renewal of lease by the lessee

**47.** A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the lessor or reply to the lessor’s notice within the time periods indicated in **Table A** (arts. 1942, 1945 and 1946 C.C.Q.).

### Modification of lease

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

**49.** The lessor shall, in the notice of modification, indicate to the lessee:

- the modification(s) requested;
- the new term of the lease, if he or she wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if he or she 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 to be determined by the Tribunal administratif du logement;

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

### Reply to a notice of modification

(art. 1945 C.C.Q.)

**50.** A lessee who receives a notice of modification of the lease from the lessor has **one month after receiving it** to reply and notify the lessor that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s) and will continue to occupy the dwelling (see “Exception” below); or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor.

If the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. In case of refusal, see particular No. 51.

**Exception :** Where one of the two boxes in **Section C** is checked off, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

A model of the “Notice of Rent Increase and Modification of Another Condition of the Lease” and a model of the lessee’s reply to such notice are found at the end of these particulars and on the Tribunal administratif du logement’s website ([www.tal.gouv.qc.ca](http://www.tal.gouv.qc.ca)).

### Fixing of conditions of the lease by the Tribunal administratif du logement

**51.** The lessor has one month, after receiving the reply of a lessee who refuses the modifications, to apply to the Tribunal administratif du logement for the fixing of the rent or for a ruling on any other modification of the lease (see **Table B**). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

### Agreement on modifications

**52.** Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), 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.).

### Contestation of an adjustment of rent

**53.** Where a lease with a term of more than 12 months provides for an adjustment of the rent, the lessee or the lessor may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Tribunal administratif du logement within one month following the date on which the adjustment is to take effect (art. 1949 C.C.Q.).

## REPOSSESSION OF DWELLING AND EVICTION (arts. 1957 to 1970 C.C.Q.)

**54.** Where the lessor of the dwelling is the owner, he or she may repossess the dwelling in order to live in it or to allow one of the beneficiaries provided for by law to live in it.

If the immovable belongs to more than one person, the dwelling may generally be repossessed only if there is only one other co-owner and the two co-owners are spouses.

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

Beneficiaries may be:

- the lessor, his or her father, mother, children or any other relative or person connected by marriage or a civil union of whom the lessor is the main support;
- the spouse of whom the lessor remains the main support after a separation from bed and board or divorce or the dissolution of a civil union.

To repossess the dwelling, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the dwelling and

the time periods for giving notice are presented in **Table C**.

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession.

The lessor may evict the lessee to divide the dwelling, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in **Table D** (arts. 1959 to 1961 C.C.Q.).

A lessee who objects to the repossession of the dwelling or to eviction from it shall do so in accordance with the rules provided for in the *Civil Code of Québec* (see **Tables C and D**). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

## ASSIGNMENT AND SUBLEASING

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

A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

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

**57.** The lessee shall give the lessor notice of his or her intention to assign the 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 the lessor refuses, he or she shall inform the lessee of his or her reasons for refusing within 15 days after receiving the notice. Otherwise, the lessor is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

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

**59.** 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 or her, from the lessor (art. 1940 C.C.Q.).

## RESILIATION OF LEASE BY THE LESSEE

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

- he or she is allocated a **dwelling in low-rental housing**; or
- he or she can no longer occupy the 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 resiliate 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 resiliation 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 resiliation 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 resiliation 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 resiliation 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.

#### SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

**61.** 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.).

**62.** 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.).

**63.** 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.).

#### NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

TABLE A	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
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before termination of the lease	Within 1 month after receiving the lessor's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease	

#### STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1: Notice by lessor	Step 2: Lessee's reply	Step 3: Application to the Tribunal administratif du logement by the lessor
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Within 1 month after receiving the notice of modification. <b>If the lessee fails to reply, he or she is deemed to have accepted the modification.</b>	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before proposed modification		
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term		
		See particular No. 50: Exception	

#### STEPS FOR REPOSSESSING THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1: Notice by owner-lessor	Step 2: Lessee's reply	Step 3: Application to the Tribunal administratif du logement by the owner-lessor
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the owner-lessor's notice. <b>If the lessee fails to reply, he or she is deemed to have refused to vacate the dwelling.</b>	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

#### STEPS FOR EVICTING THE LESSEE FOR THE PURPOSE OF DIVIDING, ENLARGING OR CHANGING THE DESTINATION OF THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1: Notice by lessor	Step 2: Application to the Tribunal administratif du logement by the lessee
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the lessor's notice. <b>If the lessee does not object, he or she is deemed to have agreed to vacate the dwelling.</b> <b>If the lessee objects, the lessor shall show the tribunal that he or she truly intends to divide, enlarge or change the destination of the dwelling and that he or she is permitted to do so by law.</b>
Lease of 6 months or less	1 month before termination of the lease	
Lease with an indeterminate term	6 months before intended date of eviction	

**END OF MANDATORY PARTICULARS**

MAY NOT BE REPRODUCED

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MODEL OF NOTICE

NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)

Notice to \_\_\_\_\_
Name of lessee Address

UPON RENEWAL OF YOUR LEASE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):

1 – Amount of rent (check off ONE of the boxes below)

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Indicate new rent)
Or
Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Indicate amount of increase)
Or
Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_ %. (Indicate percentage of increase)
Or
Your rent under the lease ending on \_\_\_\_\_, that has given rise to an application for the fixing or review of the rent, will be increased by \_\_\_\_\_ % of the rent to be determined by the tribunal.

2 – Term of lease

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_.
Day Month Year Day Month Year

3 – Other modification(s)

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

To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.

Name of lessor or mandatary Address

Telephone No. Signature of lessor or mandatary Day Month Year

ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND

I acknowledge receipt of this notice, on:

\_\_\_\_\_.
Day Month Year Signature of lessee

The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

To reply to this notice, the lessee may use the model of reply proposed by the Tribunal administratif du logement, which is available on its website (www.tal.gouv.qc.ca), at all of the Tribunal's offices or by mail.

MODEL OF REPLY

LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)

Notice to \_\_\_\_\_
Name of lessor or mandatary Address of lessor or mandatary

Address of leased dwelling

IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)

- I accept the renewal of the lease and its modifications.
I refuse the proposed modifications and I am renewing my lease.
I am not renewing my lease and will vacate the dwelling upon termination of the lease.

If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).

\_\_\_\_\_.
Day Month Year Signature of lessee

ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND

I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:

\_\_\_\_\_.
Day Month Year Signature of lessor or mandatary

The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

MAY NOT BE REPRODUCED

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