



---

## Part 2

# LAWS AND REGULATIONS

---

21 July 2021 / Volume 153

### Summary

Table of Contents  
Acts 2021  
Coming into force of Acts  
Regulations and other Acts  
Draft Regulations  
Erratum

Legal deposit – 1st Quarter 1968  
Bibliothèque nationale du Québec  
© Éditeur officiel du Québec, 2021

All rights reserved in all countries. No part of this publication may be translated, used or reproduced for commercial purposes by any means, whether electronic or mechanical, including micro-reproduction, without the written authorization of the Québec Official Publisher.

# NOTICE TO USERS

---

The *Gazette officielle du Québec* is the means by which the Québec Government makes its decisions official. It is published in two separate editions under the authority of the Act respecting the Ministère de l'Emploi et de la Solidarité sociale and the Commission des partenaires du marché du travail (chapter M-15.001) and the Regulation respecting the *Gazette officielle du Québec* (chapter M-15.001, r. 0.1).

Partie 1, entitled "Avis juridiques", is published at least every Saturday. If a Saturday is a legal holiday, the Official Publisher is authorized to publish it on the preceding day or on the following Monday.

Partie 2, entitled "Lois et règlements", and the English edition, Part 2 "Laws and Regulations", are published at least every Wednesday. If a Wednesday is a legal holiday, the Official Publisher is authorized to publish them on the preceding day or on the Thursday following such holiday.

## Part 2 – LAWS AND REGULATIONS

### Internet

The *Gazette officielle du Québec* Part 2 is available to all free of charge and is published at 0:01 a.m. each Wednesday at the following address:

[www.publicationsduquebec.gouv.qc.ca](http://www.publicationsduquebec.gouv.qc.ca)

### Contents

Regulation respecting the *Gazette officielle du Québec*, section 4

Part 2 shall contain:

- (1) Acts assented to;
- (2) proclamations and Orders in Council for the coming into force of Acts;
- (3) regulations and other statutory instruments whose publication in the *Gazette officielle du Québec* is required by law or by the Government;
- (4) regulations made by courts of justice and quasi-judicial tribunals;
- (5) drafts of the texts referred to in paragraphs (3) and (4) whose publication in the *Gazette officielle du Québec* is required by law before they are made, adopted or issued by the competent authority or before they are approved by the Government, a minister, a group of ministers or a government body; and
- (6) any other document published in the French Edition of Part 2, where the Government orders that the document also be published in English.

### Rates\*

1. Annual subscription to the printed version

Partie 1 «Avis juridiques»:	\$532
Partie 2 «Lois et règlements»:	\$729
Part 2 «Laws and Regulations»:	\$729

2. Acquisition of a printed issue of the *Gazette officielle du Québec*: \$11.38 per copy.

3. Publication of a document in Partie 1:  
\$1.83 per agate line.

4. Publication of a document in Part 2:  
\$1.22 per agate line.

A minimum rate of \$266 is applied, however, in the case of a publication of fewer than 220 agate lines.

\* **Taxes not included.**

### General conditions

The electronic files of the document to be published — a Word version and a PDF with the signature of a person in authority — must be sent by email ([gazette.officielle@servicesquebec.gouv.qc.ca](mailto:gazette.officielle@servicesquebec.gouv.qc.ca)) and received **no later than 11:00 a.m. on the Monday** preceding the week of publication. Documents received after the deadline are published in the following edition.

The editorial calendar listing publication deadlines is available on the website of the Publications du Québec.

In the email, please clearly identify the contact information of the person to whom the invoice must be sent (name, address, telephone and email).

For information, please contact us:

#### **Gazette officielle du Québec**

Email: [gazette.officielle@servicesquebec.gouv.qc.ca](mailto:gazette.officielle@servicesquebec.gouv.qc.ca)  
425, rue Jacques-Parizeau, 5<sup>e</sup> étage  
Québec (Québec) G1R 4Z1

### Subscriptions

For a subscription to the printed version of the *Gazette officielle du Québec*, please contact:

#### **Les Publications du Québec**

Customer service – Subscriptions  
425, rue Jacques-Parizeau, 5<sup>e</sup> étage  
Québec (Québec) G1R 4Z1  
Telephone: 418 643-5150  
Toll free: 1 800 463-2100

Fax: 418 643-6177

Toll free: 1 800 561-3479

**All claims must be reported to us within 20 days of the shipping date.**

## Table of Contents

Page

### Acts 2021

79	An Act to authorize the communication of personal information to the families of Indigenous children who went missing or died after being admitted to an institution (2021, c. 16) . . . . .	2749
	List of Bills sanctioned (4 June 2021) . . . . .	2747

### Coming into force of Acts

946-2021	Regulate building inspections and divided co-ownership, to replace the name and improve the rules of operation of the Régie du logement and to amend the Act respecting the Société d'habitation du Québec and various legislative provisions concerning municipal affairs, Act mainly to... — Coming into force of section 148 . . . . .	2761
1049-2021	Legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages, Act to modernize the... — Coming into force of certain provisions . . . . .	2761

### Regulations and other Acts

1002-2021	Diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders (Amend.) . . . . .	2763
1003-2021	Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders (Amend.) . . . . .	2764
1004-2021	Terms and conditions for the sale of medications (Amend.) . . . . .	2766
1052-2021	Participation in a tasting show or in an exhibition held to present or discover alcoholic beverages . . . . .	2767
1053-2021	Legal regime applicable to liquor permits . . . . .	2768
1054-2021	Duties and costs payable under the Act respecting liquor permits (Amend.) . . . . .	2780
1058-2021	Road vehicles used for the transportation of school children (Amend.) . . . . .	2782
1060-2021	Road vehicles used for the transportation of school children (Amend.) . . . . .	2784

### Draft Regulations

Fees payable with respect to the traceability of excavated contaminated soils . . . . .	2787
Financial assistance for education expenses . . . . .	2789
Mandatory lease forms and the particulars of a notice to a new lessee . . . . .	2792
Rates for using the public fast-charging service for electric vehicles . . . . .	2870
Remuneration of arbitrators . . . . .	2871

### Erratum

Securities Act — Regulation 25-102 respecting Designated Benchmarks and Benchmark Administrators . . . . .	2873
--	------



**PROVINCE OF QUÉBEC**

1ST SESSION

42ND LEGISLATURE

QUÉBEC, 4 JUNE 2021

---

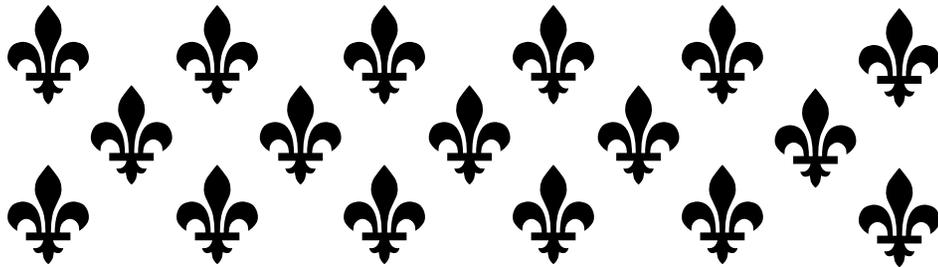
**OFFICE OF THE LIEUTENANT-GOVERNOR***Québec, 4 June 2021*

This day, at ten to noon, His Excellency the Lieutenant-Governor was pleased to assent to the following bill:

- 79     An Act to authorize the communication of personal information to the families of Indigenous children who went missing or died after being admitted to an institution

To this bill the Royal assent was affixed by His Excellency the Lieutenant-Governor.





---

# NATIONAL ASSEMBLY OF QUÉBEC

---

FIRST SESSION

FORTY-SECOND LEGISLATURE

Bill 79  
(2021, chapter 16)

**An Act to authorize the  
communication of personal  
information to the families of  
Indigenous children who went  
missing or died after being admitted  
to an institution**

---

**Introduced 9 December 2020  
Passed in principle 14 April 2021  
Passed 3 June 2021  
Assented to 4 June 2021**

---

**Québec Official Publisher  
2021**

## EXPLANATORY NOTES

*The purpose of this Act is to support the families of missing or deceased Indigenous children in their search for information on the circumstances under which those children went missing or died after they were admitted to a health and social services institution, taking into account such aspects as those families' linguistic and cultural characteristics and psychological and spiritual needs.*

*For that purpose, the Act establishes that a health and social services institution, a body or a religious congregation must, on a family member's request and subject to certain conditions, communicate to the family member the personal information that could shed light on the circumstances under which the Indigenous child went missing or died. The minister responsible for Indigenous affairs is given the responsibility to assist any person who requires assistance in making a request and following up on it. Furthermore, when acting in that capacity, the minister may, among other things, assist any person in charge of access to documents or the protection of personal information in an institution or body or any person belonging to a religious congregation who requires assistance.*

*The Act determines the rules that institutions, bodies and religious congregations must comply with as regards communicating personal information when it is reasonable to believe the person who could be a missing or deceased Indigenous child is still alive in light of the personal information held. The Act also imposes an obligation to give reasons for a refusal to communicate information about such a person and provides for the avenues of recourse available with the Commission d'accès à l'information following such a decision.*

*The minister is given the power to conduct investigations within institutions, bodies or religious congregations if one or more elements lead to the belief that information that could shed light on the circumstances under which an Indigenous child went missing or died exists, but could not be communicated to a person under the measures provided for by the Act.*

*The minister may assist the families of missing or deceased Indigenous children in completing the formalities surrounding an application to the Superior Court for an order of disinterment.*

*In addition, if a person is dissatisfied with the services received during his or her search for information from an institution, body or religious congregation, the person may file a complaint with the minister according to the procedure the minister establishes.*

*Lastly, the Act gives the minister the responsibility to report on the application of the Act in an annual report and determines when the measures the Act establishes cease to have effect.*



## **Bill 79**

### **AN ACT TO AUTHORIZE THE COMMUNICATION OF PERSONAL INFORMATION TO THE FAMILIES OF INDIGENOUS CHILDREN WHO WENT MISSING OR DIED AFTER BEING ADMITTED TO AN INSTITUTION**

AS the circumstances under which Indigenous children went missing or died after they were admitted to a health and social services institution of Québec, while taken in charge for health reasons or after being evacuated without the presence of their parents, remain unknown to their families;

AS the National Assembly recognizes the suffering caused when a child goes missing or dies;

AS the National Assembly wishes to put in place a response to support Indigenous families in their quest for truth when they seek information on the circumstances under which an Indigenous child went missing or died and in their process of healing, and to embark on the path of reconciliation;

AS the National Assembly wishes to work in a spirit of cooperation with the Indigenous peoples, taking into account such aspects as their linguistic and cultural characteristics, and to keep Quebecers' collective memory alive;

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

#### **CHAPTER I**

##### **INTRODUCTORY PROVISIONS**

**1.** The purpose of this Act is to support the families of missing or deceased Indigenous children in their search for information from an institution, body or religious congregation on the circumstances under which those children went missing or died after they were admitted to an institution, taking into account such aspects as those families' linguistic and cultural characteristics and psychological and spiritual needs. To that end, the Act provides, among other things, that the minister responsible for Indigenous affairs, in a spirit of cooperation, is to assist families who require it.

**2.** For the purposes of this Act,

(1) "institution" means, depending on the context, a health and social services institution within the meaning of the Act respecting health services and social services (chapter S-4.2), the Cree Board of Health and Social Services

of James Bay established under the Act respecting health services and social services for Cree Native persons (chapter S-5) or any place governed by law where health and social services were offered before 31 December 1992;

(2) “child” means a person who was a minor at the time he or she was admitted to an institution;

(3) “body” means a government department or agency, municipal body or school body within the meaning of the Act respecting Access to documents held by public bodies and the Protection of personal information (chapter A-2.1);

(4) “religious congregation” means a group of religious belonging to a religious community.

In addition, for the purposes of this Act, religious congregations are subject to the Act respecting the protection of personal information in the private sector (chapter P-39.1).

Furthermore, the concept of being admitted to an institution applies to children admitted to or registered in a hospital centre, a child and youth protection centre or a rehabilitation centre operated by an institution, or what served as such centres, as well as to children taken in charge by a foster family.

**3.** The minister responsible for Indigenous affairs must inform Indigenous families on a regular basis, taking into account such aspects as their linguistic and cultural characteristics, of the various measures put in place to support them in their search for information, in particular as regards the procedure to follow in accordance with this Act.

## **CHAPTER II**

### **COMMUNICATION OF PERSONAL INFORMATION HELD BY AN INSTITUTION, BODY OR RELIGIOUS CONGREGATION ABOUT A PERSON WHO COULD BE A MISSING OR DECEASED INDIGENOUS CHILD**

**4.** The minister responsible for Indigenous affairs provides assistance to any person who requires it, in accordance with the person’s needs, in making a request for the communication of personal information held by an institution, body or religious congregation about a person who could be a missing or deceased Indigenous child, as well as in following up on such a request, including by planning a meeting if the person making the request considers it necessary.

When assisting a person under the first paragraph, the minister may also provide assistance to any person in charge of access to documents or the protection of personal information in an institution or body or any person belonging to a religious congregation who requires assistance in processing the request. The minister and the person in charge of access to documents or

the protection of personal information in an institution or body or the person belonging to a religious congregation may also share any personal information with each other that is necessary to process the request.

**5.** A person may request the communication of personal information held by an institution, body or religious congregation about a person who could be a missing or deceased Indigenous child if he or she

(1) submits a request not later than 1 September 2031;

(2) is a family member of the child referred to in the request;

(3) has information that could lead to the belief that the child was admitted to an institution before 31 December 1992; and

(4) relates circumstances suggesting that the child went missing or died before 31 December 1992 while admitted to an institution.

For the purposes of subparagraph 2 of the first paragraph, “family member of the child” means the child’s great-grandfather or great-grandmother, grandfather or grandmother, father or mother, brother or sister, uncle or aunt, cousin, stepfather or stepmother, stepbrother or stepsister, father-in-law or mother-in-law, brother-in-law or sister-in-law, child, nephew or niece, or any other significant person.

If the Government considers it necessary, it may, before the submission deadline for requests for the communication of personal information, postpone the deadline for a maximum period of two years. It may grant further postponements, subject to the same conditions.

**6.** In response to a request for the communication of personal information, only the personal information that could shed light on the circumstances under which the child went missing or died, including information on facts that occurred after 31 December 1992, such as information on the child’s transfer to another institution and, if applicable, the fact that he or she was adopted, is communicated to the person who made the request.

If it is reasonable to believe that the person who could be a missing or deceased Indigenous child is still alive in light of the personal information held by an institution, body or religious congregation, the institution, body or religious congregation must try to obtain confirmation that he or she is still alive and information making it possible to locate him or her by inquiring with the Régie de l’assurance maladie du Québec. On receiving an inquiry to that effect from the institution, body or religious congregation, the Régie must send it the name, date of birth, sex, address and phone numbers entered in its register of insured persons for that person as well as, if applicable, that person’s date of death and address at the time of death.

The information communicated under the first and second paragraphs may be from, among other sources, a file concerning an adoption.

After receiving the information mentioned in the second paragraph, the institution, body or religious congregation processes the request for access according to the following rules:

(1) if the person is still alive and has been located, the institution, body or religious congregation, after having contacted him or her, communicates the information referred to in the first paragraph, unless the person objects to its communication, in which case only the fact that he or she is still alive is communicated and, if applicable, that he or she was adopted;

(2) if the person is still alive and the institution, body or religious congregation has taken all the necessary steps to contact him or her but has been unsuccessful, the information referred to in the first paragraph that does not pertain to facts that occurred after 31 December 1992 is communicated as well as the fact that he or she is still alive; or

(3) if it is not possible to determine whether the person is still alive or if the verifications with the Régie reveal that he or she has died, the information referred to in the first paragraph is communicated.

For the purposes of subparagraph 1 of the third paragraph, the institution, body or religious congregation must inform the person of his or her right to object to the communication of the information, except the fact that he or she is still alive and, if applicable, that he or she was adopted.

The institution, body or religious congregation may communicate any other information about that person, with his or her consent, to the person who made the request for access.

**7.** The institution, body or religious congregation must, if it refuses to communicate personal information referred to in section 6, give reasons for the refusal and indicate the provision of this Act or another Act on which the refusal is based.

**8.** A person to whom an institution or body has refused to communicate personal information referred to in section 6 may submit an application for review to the Commission d'accès à l'information, in accordance with Division III of Chapter IV of the Act respecting Access to documents held by public bodies and the Protection of personal information.

**9.** A person to whom a religious congregation has refused to communicate personal information referred to in section 6 may submit an application for the examination of a disagreement to the Commission d'accès à l'information, in accordance with Division V of the Act respecting the protection of personal information in the private sector.

**10.** Sections 4 to 6 and 8 of this Act apply despite sections 17, 19, 21 to 23 and 27 of the Act respecting health services and social services and sections 7 and 8 of the Act respecting health services and social services for Cree Native persons.

Section 6 of this Act applies despite section 63 of the Health Insurance Act (chapter A-29) and section 11.2 of the Youth Protection Act (chapter P-34.1).

**11.** Sections 4 to 6 of this Act apply despite the second paragraph of section 83 and the first paragraph of section 94 of the Act respecting Access to documents held by public bodies and the Protection of personal information and despite the first paragraph of section 27 and the first paragraph of section 30 of the Act respecting the protection of personal information in the private sector.

**12.** Despite section 97 of the Act respecting the determination of the causes and circumstances of death (chapter R-0.2), the Chief Coroner or a permanent coroner may allow an unexpurgated report or the accompanying documents to be consulted by or, on payment of the charge fixed by the Tariff of charges and indemnities payable under the Act respecting the determination of the causes and circumstances of death (chapter R-0.2, r. 4), send certified copies of them to a person who meets the requirements of section 5 of this Act, if the coroner considers that the report and documents could shed light on the circumstances under which an Indigenous child went missing or died.

### CHAPTER III

#### INVESTIGATION POWERS

**13.** If one or more elements lead to the belief that information that could shed light on the circumstances under which an Indigenous child went missing or died exists, but could not be communicated to a person under this Act, the minister may, on the minister's initiative or on the person's request and after considering the steps taken by the person, conduct an investigation within an institution, body or religious congregation.

**14.** For the conduct of an investigation under section 13, the minister or the person the minister designates has the powers and immunity conferred on commissioners appointed under the Act respecting public inquiry commissions (chapter C-37), except the power to order imprisonment.

**15.** The minister or the person the minister designates may use a technological means to call a person to appear before him or her, if that person can be reached by such means.

**16.** The minister or the person the minister designates must, on request, identify himself or herself and, in the case of the person designated by the minister, show the certificate signed by the minister attesting the person's capacity.

**17.** The minister or the person the minister designates must, at the end of the investigation, record the investigation findings and the evidence collected in a report.

The investigation findings and the appropriate evidence collected are communicated to the person concerned in keeping with the rules set out in section 6, with the necessary modifications.

## **CHAPTER IV**

### **DISINTERMENT**

**18.** The minister may assist the families of missing or deceased Indigenous children in completing the formalities surrounding an application to the Superior Court for an order of disinterment. The minister must notify the Chief Coroner as soon as possible of the fact that such formalities are being undertaken.

## **CHAPTER V**

### **COMPLAINTS**

**19.** A person may, if dissatisfied with the services received during his or her search for information from an institution, body or religious congregation, file a complaint with the minister responsible for Indigenous affairs.

When a complaint is filed, the minister must take steps with the institution, body or religious congregation referred to in the complaint to understand and improve practices, particularly by raising awareness about Indigenous realities among the persons concerned.

**20.** A complaint must be filed with the minister in accordance with the procedure the minister establishes. The procedure must, in particular,

(1) specify how a complaint must be filed and how it will be processed;

(2) indicate the information the complaint must include; and

(3) allow the complainant and the chief executive officer of the body or head of the institution or religious congregation referred to in the complaint to submit observations.

The minister must disseminate the procedure, including by publishing it on the minister's website.

## CHAPTER VI

### FINAL PROVISIONS

**21.** A monitoring committee on the carrying out of this Act, composed of representatives of various groups or of persons, is created by the Minister, in order to contribute to improving the services offered to the families of Indigenous children who went missing or died, in particular with regard to complaints and concerning the status of the processing of applications.

**22.** The minister responsible for Indigenous affairs must report to the Government on the carrying out of this Act in an annual report not later than 31 March 2022 and, subsequently, not later than 31 March each year.

The report must state, in particular, the number of complaints made under the first paragraph of section 19 and their nature, the improvements made to practices and the awareness-raising measures taken, as applicable. It must also state the number of requests received and the number of investigations conducted under the Act, as well as their nature, their progress and the number of children concerned. The report must also contain the list of persons forming the monitoring committee created under section 21 and state the recommendations made by the latter.

The report is tabled by the minister in the National Assembly within 30 days after it is submitted to the Government or, if the Assembly is not sitting, within 30 days after resumption. It is also published, on that occasion, on the department's website.

In addition, the report is presented to the monitoring committee and to the Indigenous communities concerned. The manner in which the report is to be presented is to be determined with the monitoring committee.

**23.** The provisions of this Act cease to have effect once the submission deadline for requests for the communication of information under section 5 is reached and the processing of the requests is completed.

**24.** The minister responsible for Indigenous affairs is responsible for the administration of this Act.

**25.** This Act comes into force on 1 September 2021.



## Coming into force of Acts

Gouvernement du Québec

### O.C. 946-2021, 7 July 2021

**Act mainly to regulate building inspections and divided co-ownership, to replace the name and improve the rules of operation of the Régie du logement and to amend the Act respecting the Société d'habitation du Québec and various legislative provisions concerning municipal affairs (2019, c. 28)**  
— Coming into force of section 148

COMING INTO FORCE of section 148 of the Act mainly to regulate building inspections and divided co-ownership, to replace the name and improve the rules of operation of the Régie du logement and to amend the Act respecting the Société d'habitation du Québec and various legislative provisions concerning municipal affairs

WHEREAS the Act mainly to regulate building inspections and divided co-ownership, to replace the name and improve the rules of operation of the Régie du logement and to amend the Act respecting the Société d'habitation du Québec and various legislative provisions concerning municipal affairs (2019, chapter 28) was assented to on 11 December 2019;

WHEREAS, under section 165 of the Act, the Act comes into force on 10 January 2020, with exceptions;

WHEREAS, by Order in Council 597-2020 dated 10 June 2020, sections 74 to 109, 158 and 159 of the Act came into force on 31 August 2020;

WHEREAS it is expedient to set 21 July 2021 as the date of coming into force of section 148 of the Act;

IT IS ORDERED, therefore, on the recommendation of the Minister of Municipal Affairs and Housing:

THAT section 148 of the Act mainly to regulate building inspections and divided co-ownership, to replace the name and improve the rules of operation of the Régie du logement and to amend the Act respecting the Société d'habitation du Québec and various legislative provisions concerning municipal affairs come into force on 21 July 2021.

YVES OUELLET  
*Clerk of the Conseil exécutif*

105178

Gouvernement du Québec

### O.C. 1049-2021, 7 July 2021

**Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, c. 20)**

— Coming into force of certain provisions

COMING INTO FORCE of certain provisions of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages

WHEREAS the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20) was assented to on 12 June 2018;

WHEREAS section 144 of the Act, as amended by section 243 of the Act respecting mainly the implementation of certain provisions of the Budget Speeches of 17 March 2016, 28 March 2017, 27 March 2018 and 21 March 2019 (2020, chapter 5), assented to on 17 March 2020, and by section 59 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety (2020, chapter 31), assented to on 11 December 2020, provides that the provisions of the Act come into force on the date or dates to be set by the Government, unless otherwise provided;

WHEREAS it is expedient to set 5 August 2021 as the date of coming into force of the following provisions of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages:

— the provisions of section 1, section 2, as amended by section 57 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety, to the extent that it enacts sections 26 to 31 and 33 to 34.1 of the Act respecting liquor permits (chapter P-9.1), sections 3 to 9 and 11, paragraphs 1 to 3 and 5 of section 12, sections 13 and 15, section 17, as amended by section 58 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety, sections 20, 23, 24 and 26 to 28, paragraphs 1, 2 and 4 of section 29, sections 30 to 32, 35, 36, 38 and 40 to 45, paragraph 1, subparagraphs *a* and *b* of paragraph 2 and paragraph 3 of section 46, sections 47, 48,

50 and 51, paragraph 1, to the extent that it enacts paragraph 1.1 of section 97 of the Act respecting liquor permits and paragraph 2 of section 52, sections 53 to 55, paragraphs 1 and 2, paragraph 3, except to the extent that it enacts paragraphs 2.2 and 2.3 of section 114 of the Act respecting liquor permits, paragraphs 4 to 6, 8 to 10 and 13 of section 56, sections 57 and 58, paragraphs 1 to 4, paragraph 5, to the extent that it strikes out paragraph 20 of section 2 of the Act respecting offences relating to alcoholic beverages (chapter I-8.1) and paragraph 6 of section 59, paragraph 1 of section 64, sections 66 to 69, paragraph 2 of section 70, paragraph 1 of section 71, sections 72, 73, 85 and 88, paragraphs 1, 2 and 4 of section 89, paragraphs 1 to 3 of section 90, section 91, paragraphs 3 to 5 of section 92 and sections 94 to 98, 100 to 102, 104, 110, 115, 117, 119, 120, 128 to 133 and 135 to 137;

— to the extent that they do not cover delivery permits, the provisions of section 2, as amended by section 57 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety, to the extent that it enacts section 25 of the Act respecting liquor permits, paragraph 4 of section 12, paragraph 1 of section 52, to the extent that it enacts paragraph 1 of section 97 of the Act respecting liquor permits, paragraph 3 of section 70 and paragraph 2 of section 71;

IT IS ORDERED, therefore, on the recommendation of the Minister of Public Security:

THAT 5 August 2021 be set as the date of coming into force of the following provisions of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20):

— the provisions of section 1, section 2, as amended by section 57 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety (2020, chapter 31), to the extent that it enacts sections 26 to 31 and 33 to 34.1 of the Act respecting liquor permits (chapter P-9.1), sections 3 to 9 and 11, paragraphs 1 to 3 and 5 of section 12, sections 13 and 15, section 17, as amended by section 58 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety, sections 20, 23, 24 and 26 to 28, paragraphs 1, 2 and 4 of section 29, sections 30 to 32, 35, 36, 38 and 40 to 45, paragraph 1, subparagraphs *a* and *b* of paragraph 2 and paragraph 3 of section 46, sections 47, 48, 50 and 51, paragraph 1, to the extent that it enacts paragraph 1.1 of section 97 of the Act respecting liquor permits and paragraph 2 of section 52, sections 53 to 55, paragraphs 1 and 2, paragraph 3, except to the extent that it enacts paragraphs 2.2 and 2.3 of section 114 of the Act respecting liquor permits, paragraphs 4 to 6, 8 to 10

and 13 of section 56, sections 57 and 58, paragraphs 1 to 4, paragraph 5, to the extent that it strikes out paragraph 20 of section 2 of the Act respecting offences relating to alcoholic beverages (chapter I-8.1) and paragraph 6 of section 59, paragraph 1 of section 64, sections 66 to 69, paragraph 2 of section 70, paragraph 1 of section 71, sections 72, 73, 85 and 88, paragraphs 1, 2 and 4 of section 89, paragraphs 1 to 3 of section 90, section 91, paragraphs 3 to 5 of section 92 and sections 94 to 98, 100 to 102, 104, 110, 115, 117, 119, 120, 128 to 133 and 135 to 137;

— to the extent that they do not cover delivery permits, the provisions of section 2, as amended by section 57 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety, to the extent that it enacts section 25 of the Act respecting liquor permits, paragraph 4 of section 12, paragraph 1 of section 52, to the extent that it enacts paragraph 1 of section 97 of the Act respecting liquor permits, paragraph 3 of section 70 and paragraph 2 of section 71.

YVES OUELLET  
*Clerk of the Conseil exécutif*

105186

## Regulations and other Acts

Gouvernement du Québec

### O.C. 1002-2021, 7 July 2021

Professional Code  
(chapter C-26)

#### **Diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders — Amendment**

Regulation to amend the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders

WHEREAS, under the first paragraph of section 184 of the Professional Code (chapter C-26), after obtaining the advice of the Office des professions du Québec in accordance with subparagraph 7 of the fourth paragraph of section 12 of the Code, and of the order concerned, the Government may, by regulation, determine the diplomas issued by the educational institutions it indicates which give access to a permit or specialist's certificate;

WHEREAS, in accordance with subparagraph 7 of the fourth paragraph of section 12 of the Code, the Office advised the Government, after consultation, in particular, with the educational institutions and the orders concerned, the Bureau de coopération interuniversitaire and the Minister of Higher Education;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders was published in Part 2 of the *Gazette officielle du Québec* of 23 December 2020 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS the Government obtained the advice of the Office and the advice of the Barreau du Québec, the Ordre des conseillers en ressources humaines et en relations industrielles agréés du Québec, the Chambre des

notaires du Québec and the Ordre des psychoéducateurs et psychoéducatrices du Québec for the provisions that concern each of them;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Higher Education:

THAT the Regulation to amend the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders, attached to this Order in Council, be made.

YVES OUELLET

*Clerk of the Conseil exécutif*

#### **Regulation to amend the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders**

Professional Code  
(chapter C-26, s. 184, 1st par.)

**1.** The Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders (chapter C-26, r. 2) is amended in paragraph *e* of section 1.03 by replacing “Bachelor of Laws (B.C.L./LL.B.)” by “Juris Doctor (B.C.L./J.D.)”.

**2.** Section 1.04 is amended

- (1) by striking out paragraph *c*;
- (2) by adding the following at the end:

“(f) Baccalauréat en administration des affaires, concentration en gestion des ressources humaines from the Université du Québec à Trois-Rivières;

(g) Baccalauréat en administration des affaires, cheminement spécialisé en gestion des ressources humaines from the Université de Sherbrooke.”

**3.** Section 1.18 is amended by replacing “Bachelor of Laws (B.C.L./LL. B.)” in subparagraph *d* of paragraph 2 by “Juris Doctor (B.C.L./J.D.)”.

**4.** Section 1.23.1 is amended

(1) by replacing “Maîtrise en psychoéducation (M.Sc.) with internships and thesis” in paragraph *a* by “professional integration report, Maîtrise en psychoéducation (M.Sc.) with internships and intervention program evaluation and Maîtrise en psychoéducation (M.Sc.) with thesis and internships”;

(2) by inserting “including a course path” before “and” in paragraph *b*.

**5.** Paragraph *e* of section 1.03, amended by section 1 of this Regulation, remains applicable to persons who, on 5 August 2021, hold the diplomas referred to in the amended paragraph.

**6.** Paragraph *c* of section 1.04, struck out by paragraph 1 of section 2 of this Regulation, remains applicable to persons who, on 5 August 2021, hold the diplomas referred to in the struck out paragraph.

**7.** Subparagraph *d* of paragraph 2 of section 1.18, amended by section 3 of this Regulation, remains applicable to persons who, on 5 August 2021, hold the diplomas referred to in the amended paragraph.

**8.** Paragraphs *a* and *b* of section 1.23.1, amended by section 4 of this Regulation, remain applicable to persons who, on 5 August 2021, hold any of the diplomas referred to in the amended paragraphs or are registered in a program enabling them to obtain any of those diplomas.

**9.** This Regulation comes into force on 5 August 2021.

105181

Gouvernement du Québec

**O.C. 1003-2021, 7 July 2021**

Professional Code  
(chapter C-26)

**Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders — Amendment**

Regulation to amend the Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders

WHEREAS, under section 184.3 of the Professional Code (chapter C-26), the Office des professions du Québec may, by regulation and after consultation with the Bureau des présidents des conseils de discipline and the Québec Interprofessional Council, adopt rules of evidence and regulations for the conduct of proceedings relating to complaints and requests submitted to the disciplinary councils;

WHEREAS the Office adopted the Regulation to amend the Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders on 17 December 2020 after conducting the required consultations;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders was published in Part 2 of the *Gazette officielle du Québec* of 6 January 2021 with a notice that it could be submitted to the Government which may approve it, with or without amendment, on the expiry of 45 days following that publication;

WHEREAS, under section 13 of the Professional Code, every regulation adopted by the Office under the Code or under an Act constituting a professional order must be submitted to the Government, which may approve it with or without amendment;

WHEREAS it is expedient to approve the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Higher Education:

THAT the Regulation to amend the Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders, attached to this Order in Council, be approved.

YVES OUELLET  
*Clerk of the Conseil exécutif*

## Regulation to amend the Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders

Professional Code  
(chapter C-26, s. 184.3)

**1.** The Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders (chapter C-26, r. 8.1) are amended by replacing the title by the following:

“Regulation for the conduct of proceedings relating to complaints and motions lodged with the disciplinary councils of professional orders”.

**2.** Section 1 is replaced by the following:

“1. This Regulation applies to the conduct of proceedings relating to complaints and motions lodged with the disciplinary councils of professional orders, including motions lodged with the chairs of the councils.

It promotes the handling of complaints and motions.”.

**3.** Section 2 is replaced by the following:

“2. Holidays are those within the meaning of the first paragraph of article 82 of the Code of Civil Procedure (chapter C-25.01).”.

**4.** Section 3 is revoked.

**5.** Section 4 is amended by replacing the second paragraph by the following:

“Saturdays and holidays are counted but a period that would normally expire on such a day is extended to the next following working day.”.

**6.** Section 5 is amended by replacing “electronic address” in paragraphs 1 and 2 by “email address”.

**7.** The following is inserted after section 5:

“5.1. Appropriate technological means that are available to both the parties and the disciplinary council or the chair of the disciplinary council should be used, taking into account the technological environment in place to support the activities of the council.

In accordance with the rules of natural justice, the disciplinary council or the chair of the disciplinary council, even on its own initiative, may use such means or, if required in the interest of justice, order that such means be used by the parties, in particular, for case management, to hold hearings or send and receive documents in a medium other than paper.”.

**8.** Section 6 is replaced by the following:

“6. A complaint lodged against a professional must be sent to the secretary of the disciplinary council at the head office of the order.

To be admissible, a complaint must

(1) be made in writing and supported by the oath of the complainant;

(2) indicate the complainant’s name, address, telephone number and, where applicable, email address as well as fax number;

(3) indicate the professional’s name, title and address;

(4) indicate summarily the nature, time and place of the offence with which the professional is charged; and

(5) be accompanied by any notice of disclosure of the exhibits invoked in its support.

The secretary of the disciplinary council offers a complainant whose complaint is incomplete the opportunity to complete it. If the complainant fails to do so, the secretary refuses the complaint.

The date of filing of a complaint is the date on which the secretary of the disciplinary council receives it.”.

**9.** Section 7 is revoked.

**10.** Section 8 is amended by replacing the second paragraph by the following:

“The secretary sends to the respondent and the complainant, if the complainant is a person other than a syndic, a copy of this Regulation.”.

**11.** Section 9 is amended

(1) by inserting “or the chair of the disciplinary council” after “to the disciplinary council” in the first paragraph;

(2) by inserting “or the chair of the disciplinary council” after “council” in the second paragraph.

**12.** Sections 10 and 12 are revoked.**13.** Section 13 is replaced by the following:

“**13.** As soon as the reasons to be invoked are known, the party wishing to have the hearing adjourned submits a motion to the chair of the disciplinary council or, if the latter has not yet been designated, the senior chair. The motion is sent to the secretary of the disciplinary council and notified to the other party.

No adjournment is granted solely by the consent of the parties.”

**14.** Section 14 is amended by replacing “the council” in the second paragraph by “the chair of the disciplinary council or, if the latter has not yet been designated, the senior chair”.

**15.** Section 15 is replaced by the following:

“**15.** Every case management conference is recorded.”

**16.** Section 18 is amended

(1) by replacing the first paragraph by the following:

“A party who intends to produce an exhibit in the party’s possession at the hearing must, not less than 30 days before the hearing, send a copy to the other party. The party must also file with the secretary of the disciplinary council proof of the disclosure to the other party.”;

(2) by replacing the second paragraph by the following:

“However, when the complainant intends to produce an exhibit that was disclosed to the respondent in connection with evidence disclosure, the complainant may send to the respondent a notice in which the complainant identifies the respondent. The complainant must then file with the secretary of the disciplinary council proof of the disclosure of the notice to the respondent.

Unless determined otherwise at the case management conference, the exhibit filed in paper form must be filed in 6 copies at the hearing and in 4 copies at the hearing of a motion presented before the chair of the disciplinary council.”

**17.** Section 19 is amended by replacing “15” by “30”.

**18.** Section 21 is amended by replacing “relevant” by “necessary”.

**19.** Section 23 is amended by replacing “15” by “30”.

**20.** Section 28 is amended by striking out “and an indication that they swore oath” in subparagraph 5 of the second paragraph.

**21.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105182

Gouvernement du Québec

**O.C. 1004-2021, 7 July 2021**

Pharmacy Act  
(chapter P-10)

**Terms and conditions for the sale of medications  
—Amendment**

Regulation to amend the Regulation respecting the terms and conditions for the sale of medications

WHEREAS, under section 37.1 of the Pharmacy Act (chapter P-10), the Office des professions du Québec, after consultation with the Institut national d’excellence en santé et en services sociaux, the Collège des médecins du Québec, the Ordre des médecins vétérinaires du Québec and the Ordre des pharmaciens du Québec, may, by regulation, establish categories of medications and determine, for each category, if need be, by whom and subject to what terms and conditions the medications may be sold;

WHEREAS the Office made the Regulation to amend the Regulation respecting the terms and conditions for the sale of medications on 17 December 2020 after conducting the required consultations;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), the draft Regulation to amend the Regulation respecting the terms and conditions for the sale of medications was published in Part 2 of the *Gazette officielle du Québec* of 20 January 2021 with a notice that it could be submitted to the Government, which may approve it with or without amendment, on the expiry of 45 days following that publication;

WHEREAS, under section 13 of the Professional Code (chapter C-26), every regulation adopted by the Office under the Code or under an Act constituting a professional order must be submitted to the Government, which may approve it with or without amendment;

WHEREAS it is expedient to approve the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Higher Education:

THAT the Regulation to amend the Regulation respecting the terms and conditions for the sale of medications, attached to this Order in Council, be approved.

YVES OUELLET  
*Clerk of the Conseil exécutif*

---

## **Regulation to amend the Regulation respecting the terms and conditions for the sale of medications**

Pharmacy Act  
(chapter P-10, s. 37.1)

**1.** The Regulation respecting the terms and conditions for the sale of medications (chapter P-10, r. 12) is amended in Schedule III by adding the following substance and specification after the substance “DEXTROMETHORPHAN AND ITS SALTS”:

“DICLOFENAC DIETHYLAMINE” and “Dosage forms for topical use on the skin in concentrations of 1.16% or less”.

**2.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105183

Gouvernement du Québec

## **O.C. 1052-2021, 7 July 2021**

Act respecting the Société des alcools du Québec  
(chapter S-13)

Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages  
(2018, chapter 20, ss. 110 and 120)

### **Participation in a tasting show or in an exhibition held to present or discover alcoholic beverages**

Regulation respecting participation in a tasting show or in an exhibition held to present or discover alcoholic beverages

WHEREAS the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20) was assented to on 12 June 2018;

WHEREAS, under the first paragraph of section 28.1 of the Act respecting the Société des alcools du Québec (chapter S-13), as made by section 110 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages, the holder of a permit issued under the Act may, with the authorization of the Régie des alcools, des courses et des jeux and in the cases and on the conditions prescribed by regulation, participate in a tasting show or an exhibition held, in whole or in part, to present or discover alcoholic beverages;

WHEREAS, under the second paragraph of section 28.1 of the Act respecting the Société des alcools du Québec, as made by section 110 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages, during such an event, the holder is authorized, according to the modalities prescribed by regulation, to sell for consumption on the premises, at the tasting show or exhibition, the alcoholic beverages the permit holder makes;

WHEREAS, under subparagraph 8.1 of the first paragraph of section 37 of the Act respecting the Société des alcools du Québec, as amended by section 120 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with

regard to alcoholic beverages, the Government, upon the recommendation of the Minister of Economy and Innovation and the Minister of Public Security, may make regulations determining the cases in which and conditions on which the holder of a permit issued under the Act may participate in a tasting show or an exhibition held, in whole or in part, to present or discover alcoholic beverages, and the modalities of sale of the alcoholic beverages the permit holder makes during such an event;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation respecting participation in a tasting show or in an exhibition held to present or discover alcoholic beverages was published in Part 2 of the *Gazette officielle du Québec* of 17 February 2021 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Public Security and the Minister of Economy and Innovation:

THAT the Regulation respecting participation in a tasting show or in an exhibition held to present or discover alcoholic beverages, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

## Regulation respecting participation in a tasting show or in an exhibition held to present or discover alcoholic beverages

Act respecting the Société des alcools du Québec (chapter S-13, s. 28.1, 1st and 2nd pars., s. 37, 1st par., subpar. 8.1)

Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20, ss. 110 and 120)

**1.** The holder of a permit issued under the Act respecting the Société des alcools du Québec (chapter S-13) may, in accordance with section 28.1 of that Act, as made by section 110 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20), with the authorization of the Régie des alcools, des courses et des jeux, participate in a tasting

show or an exhibition held, in whole or in part, to present or discover alcoholic beverages, and sell for consumption on the premises, at the tasting show or exhibition, the alcoholic beverages the permit holder makes and holds in inventory.

**2.** This Regulation comes into force on 5 August 2021.

105187

Gouvernement du Québec

## O.C. 1053-2021, 7 July 2021

Act respecting liquor permits  
(chapter P-9.1)

Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20)

### Liquor permits —Legal regime applicable

Regulation respecting the legal regime applicable to liquor permits

WHEREAS the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20) was assented to on 12 June 2018;

WHEREAS, under the first and second paragraphs of section 113.1 of the Act respecting liquor permits (chapter P-9.1), as made by section 55 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages, the Government may, by regulation:

— determine the conditions for obtaining or using a permit that do not apply to one or more classes of permits and, where that is the case, the rules applicable;

— determine the cases in which the authorization provided for in section 73 of the Act is not required;

WHEREAS, under paragraphs 1, 2, 2.1, 2.2, 2.4, 2.5, 3.1, 6, 7, 9, 10, 15.1, 15.2 and 16 of section 114 of the Act respecting liquor permits, as amended by section 56 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages, the Government may, after consulting the Régie des alcools, des courses et des jeux, make regulations:

—determining classes of tourist accommodation establishments for the purpose of determining what constitutes a lodging facility;

—specifying the activities involving alcoholic beverages that such a permit authorizes and prescribing the conditions for obtaining and using the permit;

—determining the options that may be attached to a permit and specifying the activities such options authorize and the conditions for obtaining or using the options;

—determining the conditions for the issue and use of a permit under the Act respecting liquor permits, and the cases in which and conditions on which an event permit may be issued;

—determining the conditions that must be fulfilled to obtain approval for consumption of alcoholic beverages in the common areas in a lodging facility and the conditions for using a vending machine installed inside such a facility;

—determining, for the purposes of section 65 of the Act, the passenger terminals in which permits authorizing the sale or service of alcoholic beverages for consumption on the premises may be used at any time;

—determining the form and content of permits and prescribing any form intended to facilitate the application of the Act and the regulations thereunder;

—prescribing, particularly in respect of the surface area, lighting and furnishings, standards of arrangement applicable to establishments and their rooms and terraces, and the standards of arrangement required to allow the presentation of shows, the projection of films, or dancing;

—prescribing the standards the board must apply to fix the number of persons who may be admitted at one time to an establishment or to each room or on each terrace of the establishment;

—determining, for the application of sections 66 to 68 of the Act, the form and tenor of notices and of price lists;

—prescribing the standards with which the devices contemplated in section 87.1 of the Act must comply;

—determining the amount of the administrative monetary penalty for each failure to comply provided for in paragraphs 1 to 4 of section 85.1 of the Act on the basis of the types of alcoholic beverages and the quantities specified per container or otherwise;

—determining when failure to comply with the Act, the Act respecting offences relating to alcoholic beverages and the regulations made under them may be subject to an administrative monetary penalty and determining the amount of such penalty on the basis of the types of alcoholic beverages and the quantities specified per container or otherwise;

—providing any other measure useful to the application of the Act;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation respecting the legal regime applicable to liquor permits was published in Part 2 of the *Gazette officielle du Québec* of 17 February 2021 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Public Security:

THAT the Regulation respecting the legal regime applicable to liquor permits, attached to this Order in Council, be made.

YVES OUELLET

*Clerk of the Conseil exécutif*

## **Regulation respecting the legal regime applicable to liquor permits**

Act respecting liquor permits  
(chapter P-9.1, s. 113.1, 1st and 2nd pars., s. 114, pars. 1, 2, 2.1, 2.2, 2.4, 2.5, 3.1, 6, 7, 9, 10, 15.1, 15.2 and 16)

Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages  
(2018, chapter 20, ss. 55 and 56)

### **DIVISION I INTERPRETATION**

**1.** In this Regulation, unless the context indicates otherwise, “Act” means the Act respecting liquor permits (chapter P-9.1).

## DIVISION II APPLICATION TO THE BOARD

### §1. General provisions

**2.** Every application for a permit, option, authorization, approval or amendment must be filed using the appropriate form prescribed by the Régie des alcools, des courses et des jeux (the “board”).

**3.** For an application for any permit except a reunion permit, the form, duly completed and including the schedules, must be filed with the following documents:

(1) if the applicant is not a Canadian citizen or permanent resident, a copy of the work permit issued by the Canadian authorities authorizing the applicant to work in Québec;

(2) if the applicant is a legal person, the schedule showing the membership of its board of directors, the names of the shareholders holding 10% of more of the shares with full voting rights, and the business number assigned under the Act respecting the legal publicity of enterprises (chapter P-44.1);

(3) if the applicant is a partnership, the schedule showing the names of the partners and the business number;

In addition, at the request of the board, the applicant must provide a photograph of the building and of the places where the permit will be used.

**4.** An application for a permit authorizing the sale or service of alcoholic beverages for consumption on the premises, except a reunion permit, must include a detailed plan of the layout of the rooms or terraces where the applicant plans to use the permit, and a document showing the calculation of the number of persons who may be admitted at the same time to each place.

The documents must be approved by an engineer, an architect or the municipality in whose territory the establishment covered by the application is situated.

However, this requirement does not apply to

(1) an application for a restaurant permit including the “caterer” option if the activities authorized by that option are exercised exclusively;

(2) an application for an accessory permit when it covers a lodging facility and no other permit is used in the facility; or

(3) an application for any other permit for which the board does not set the permitted capacity.

**5.** When an application for a permit concerns a place for which the board does not set the permitted capacity, it may require a sketch or other document showing the service points where the applicant plans to sell or serve alcoholic beverages and the place where the applicant plans to store alcoholic beverages.

**6.** Unless otherwise provided for in the Act, any change in the information provided in support of an application to the board must be reported to the board within 30 days.

### §2. Transfer and authorization for temporary use

**7.** A person applying for a permit following the alienation or leasing of the establishment for which a permit is already in force must be the owner or lessee of the establishment or be expressly authorized by the owner or lessee of the establishment to use the permit, and provide written proof of that fact. In addition, the application must include, when filed with the board, the deed of ownership of the stock in trade, the costs for examination provided for in the Regulation respecting duties and costs payable under the Act respecting liquor permits (chapter P-9.1, r. 3) and, where applicable, the duties payable to obtain temporary authorization to use the permit, as provided for in the Regulation.

In addition, in the case of a partnership or legal person, the application must include the schedules to the form indicating, as the case may be, the names of the partners or the members of the board of directors and the names of the shareholders holding 10% or more of the shares with full voting rights.

**8.** Where an application for a permit results from the alienation or leasing of the establishment for which a permit is already in force, and where no change has occurred in the layout of a room or terrace, the board may, rather than require a detailed plan of the layout and the document showing the calculation of the number of persons who may be admitted at the same time to each place, accept a statement by the applicant to the effect that no change has been made to the establishment.

**9.** Where an application for authorization for the temporary use of a permit is filed under section 79 of the Act, the board may require the following documents in particular:

(1) if the applicant is the liquidator of a succession:

(a) the certificate attesting to the death of the permit holder;

(b) written proof of the applicant's capacity as liquidator of the succession;

(2) if the applicant is a trustee in bankruptcy, written proof of the applicant's appointment and mandate;

(3) if the applicant is a judicial or conventional sequestrator, a copy of the deed or court judgment by which the applicant was appointed;

(4) if the applicant is a trustee, a copy of the deed or court judgement by which the applicant was appointed.

The application for authorization for the temporary use of a permit must be filed without delay.

### §3. *Application for amendment*

**10.** The following applications for amendment must include a detailed plan of the rooms or terraces and a document showing the calculation of the number of persons who may be admitted at the same time to each place:

- (1) the place where the permit is used;
- (2) the layout of the establishment;
- (3) the number of persons who may be admitted at the same time in a room or on a terrace;

The documents must be approved by an engineer, an architect or the municipality in whose territory the establishment covered by the application is situated, and show the changes justifying the application.

When the application for amendment concerns a place for which the board does not set the permitted capacity, it may require a sketch or other document showing the service points where the applicant plans to sell or serve alcoholic beverages and the place where the applicant plans to store alcoholic beverages.

**11.** The holder of an accessory permit must file, with the board, an application for amendment for any change in the activities carried on in the establishment. The application must include a certificate from the clerk or secretary-treasurer of the municipality in whose territory the establishment is situated, attesting to the fact that the new activities are compliant with the land planning by-laws.

### DIVISION III LAYOUT STANDARDS AND CAPACITY

**12.** For the purposes of this Regulation and of the Act, a room is a place located inside an establishment, permanently delimited by walls or partitions laid out in accordance with the floor plan submitted with the application,

that allows the board to set the number of persons who may be admitted at the same time, excluding entrances, hallways, balconies, kitchens and bathrooms.

**13.** The permit holder may not receive at the same time, in a room or place covered by the permit, a greater number of persons than the number set by the board.

The board sets the number of persons based on the standards in the National Fire Code of Canada, published by the National Research Council Canada.

**14.** To use a permit on a terrace, the permit holder must comply with the following layout standards:

(1) the terrace must be delimited by a structure that defines its location and allows the number of persons who may be admitted and seated there at the same time to be set;

(2) the terrace must be furnished in a way that allows the number of persons who may be admitted and seated there at the same time to be accommodated.

**15.** Every establishment where a permit authorizing the sale or service of alcoholic beverages for consumption on the premises is used, except a reunion permit, must be equipped with a system to provide full lighting throughout the premises in emergencies or when needed.

**16.** When a reception is held in a place that is not covered by a permit, as provided for in the second paragraph of section 68 of the Act, the place must comply with the layout standards provided for in the Building Act (chapter B-1.1), the Environment Quality Act (chapter Q-2) and the regulations made under those Acts.

**17.** The device referred to in section 87.1 of the Act must be equipped with a locking mechanism to prevent access to alcoholic beverages.

### DIVISION IV PERMIT AUTHORIZING CONSUMPTION ON THE PREMISES

#### §1. *Lodging facility*

**18.** Where an application for a permit concerns a lodging facility within the meaning of section 1 of the Act, the facility must belong to one of the following categories of tourist accommodation establishments determined by the Regulation respecting tourist accommodation establishments (chapter E-14.2, r. 1):

- (1) hotel establishments;
- (2) bed and breakfast establishments.

The applicant must indicate the number of minibars and the location of each vending machine.

In addition, the applicant must provide a copy of the classification certificate issued under the Act respecting tourist accommodation establishments (chapter E-14.2).

**19.** A client who purchases alcoholic beverages in a place in a lodging facility where a bar permit, restaurant permit or accessory permit is used, or who purchases them in the manner provided for in section 29 of the Act, may circulate within the lodging facility to go to a common area approved by the board or a guest room in the lodging facility to consume the alcoholic beverages.

Alcoholic beverages intended for consumption in a common area of a lodging facility must be served in a container containing an individual portion. A partially consumed container of wine that has been securely resealed as provided for in the second paragraph of sections 26 and 27 of the Act cannot be taken into a common area.

**20.** An application for approval from the board for the consumption of alcoholic beverages in common areas located inside or outside a lodging facility must list the locations of the common areas concerned.

The following places do not constitute common areas within the meaning of this Regulation:

- (1) toilets;
- (2) corridors;
- (3) cloakrooms;
- (4) staircases;
- (5) parking lots;
- (6) places covered by a permit authorizing the sale or service of alcoholic beverages for consumption on the premises;
- (7) any place covered by a notice concerning the holding of a reception or a reunion permit.

**21.** When alcoholic beverages may be consumed in the common area of a lodging facility, the permit holder must ensure that the common area is under regular visual surveillance so that a person present in the establishment and designated for that purpose can intervene if the situation so requires.

**22.** A minibar located in the guest room of a lodging facility must be equipped with a price list of alcoholic beverages and must be lockable.

**23.** A vending machine for alcoholic beverages installed inside a lodging facility must be reserved for the sole use of clients and must operate using a mechanism that requires, as a prior step, the intervention of an employee of the permit holder, using a key, code, coupon, token or card.

In addition, it must be equipped with a closing device to prevent the sale of alcoholic beverages outside the operating hours authorized by the permit used in the lodging facility.

## §2. Restaurant permit

**24.** An applicant for a restaurant permit must demonstrate to the board that the layout of the establishment covered by the application

(1) includes the equipment needed to prepare and sell food; and

(2) is organized and includes a place intended for the sale and service of food to customers for consumption on the premises.

In addition, it must file with the board the menu it plans to offer its customers.

The requirement of subparagraph 2 of the first paragraph does not apply to an application for a permit with the “caterer” option if the applicant intends to exercise those activities exclusively.

**25.** The holder of a restaurant permit must maintain the equipment in a functional and operational state and have the staff members needed to provide a food preparation and sales service during the hours when alcoholic beverages are served or sold.

The permit holder may continue to sell or serve alcoholic beverages to a client admitted to the establishment until the time when use of the permit must end, even if food preparation and sales have ended. However, the sale or service of alcoholic beverages to a client who is admitted after food services and sales have ended is prohibited.

The first paragraph does not apply if the restaurant permit includes the “caterer” option and is used by the permit holder only to exercise such activities exclusively.

### §3. Accessory permit

**26.** An applicant for an accessory permit must indicate to the board the nature of the activities carried on in the establishment or place covered by the application.

The principal activity carried on in the place for which the accessory permit is requested must be different from the activities authorized by a bar permit or restaurant permit.

### §4. Options

#### *“No minors” option*

**27.** A permit authorizing the sale or service of alcoholic beverages for consumption on the premises may include the “no minors” option.

**28.** The “no minors” option is mandatory when the activities carried on in the establishment covered by the permit are intended for persons of full age.

An activity is deemed to be intended for persons of full age if, in particular,

(1) its content or nature involves explicit sexuality or explicit nudity;

(2) in the case of a film, it is classified “18 and over” by the director of classification under the Cinema Act (chapter C-18.1).

**29.** Where a permit includes the “no minors” option, the permit holder may not admit a minor, permit the presence of a minor, employ a minor or allow a minor to present or participate in a show in the establishment covered by the permit.

#### *“Service” option*

**30.** A restaurant permit or accessory permit may include the “service” option.

#### *“Caterer” option*

**31.** A restaurant permit may include the “caterer” option.

**32.** An applicant for a permit with the “caterer” option that intends to exercise such activities exclusively must indicate to the board the place where the applicant plans to store alcoholic beverages.

**33.** Where the holder of a restaurant permit that includes the “caterer” option carries on activities outside the permit holder’s establishment, access to the premises where food is served must be restricted to a group of persons. The permit holder must remain on the premises where food is sold while the alcoholic beverages sold are being consumed.

The permit holder must bring back any unopened containers of alcoholic beverages to the permit holder’s establishment, but may allow a client to take home a partially consumed container of wine sold to the client while food was being served, provided the container has been securely resealed.

After serving the food, the permit holder must destroy all the beer, cider and wine left behind by clients in partially consumed containers. However, all containers of alcohol and spirits must be brought back to the permit holder’s establishment.

The requirements provided for in the preceding paragraphs do not apply when food is served during an activity referred to in section 51.

### §5. Reunion permit

#### *“Application and general conditions”*

**34.** A reunion permit to sell or serve alcoholic beverages may be issued for an activity of any kind.

The activity must take place during the period or on the dates determined by the board.

**35.** For the purposes of this subdivision, the following entities are deemed to be non-profit legal persons:

(1) an association within the meaning of the Civil Code;

(2) a social economy enterprise within the meaning of the Social Economy Act (chapter E-1.1.1);

(3) an entity authorized under the Election Act (chapter E-3.3), a political party or candidate authorized under the Act respecting elections and referendums in municipalities (chapter E-2.2) and a candidate authorized under the Act respecting school elections to elect certain members of the boards of directors of English-language school service centres (chapter E-2.3) are deemed to be non-profit legal persons.

**36.** An applicant for a reunion permit must be a natural person, a legal person or a partnership.

An application for a reunion permit issued on behalf of an authorized entity or an authorized political party or candidate within the meaning of paragraph 3 of section 35 must be filed by the official representative of the entity, party or candidate, or the representative's delegate.

**37.** An application for a reunion permit must be filed with the board at least 15 days prior to the date of the activity or, when the activity is to take place over several days, at least 15 days prior to the first day of the activity.

However, the board may issue a reunion permit if the applicant shows that it was impossible to file the application within the time limit.

**38.** The board may issue a reunion permit even if the planned use of the permit is an operation for which another permit could be issued, provided that the use is not commercial in nature and does not constitute the applicant's principal activity.

In such a case, the board takes into account, in particular, the nature and destined use of the planned operation site, the nature and frequency of the planned activities and the persons expected to participate.

**39.** The board may issue a reunion permit for an indoor or outdoor space in an establishment where a permit issued under the Act respecting the Société des alcools du Québec (chapter S-13) is used.

However, a reunion permit issued in accordance with the first paragraph may not be used in the actual place where alcoholic beverages are made.

**40.** An applicant for a reunion permit must be the owner or lessee of the place where the activity will take place or must be authorized by the owner or lessee to use it.

**41.** The holder of a reunion permit must purchase the beer that the holder plans to sell or serve without charge directly from the holder of a grocery permit or holder of a small-scale beer producer's permit issued under the Act respecting the Société des alcools du Québec (chapter S-13).

**42.** No reunion permit may be issued for use in a place where a permit has been cancelled, for the period of 6 months following the date of the cancellation. Similarly, no reunion permit may be issued for use in a place where a permit has been suspended, for as long as the suspension is in effect.

The first paragraph does not apply if the cancellation or suspension was requested by the permit holder, or in the case of a cancellation covered by section 55 of the Act.

*“Reunion permit to sell”*

**43.** A reunion permit to sell includes the right to serve alcoholic beverages without charge.

**44.** Subject to section 45, the holder of a reunion permit to sell must remit to a non-profit legal person having an establishment in Québec all profits from the sale of alcoholic beverages and entry fees or admission charges.

A copy of the agreement between the applicant and the legal person, showing that the profits are to be remitted to the legal person, must be included with the permit application.

The permit holder must, within 30 days of filing the application with the board, forward proof that the profits have been remitted in accordance with the agreement.

**45.** A non-profit legal person holding a reunion permit to sell may make a profit from the sale of alcoholic beverages and entry fees or admission charges, provided

(1) the profit generated does not personally benefit its members, directly or indirectly;

(2) the profit is used to achieve its own objective or the objectives of another non-profit legal person; and

(3) the use of the revenue and profit is consistent with the Election Act (chapter E-3.3), the Act respecting elections and referendums in municipalities (chapter E-2.2) and the Act respecting school elections to elect certain members of the boards of directors of English-language school service centres (chapter E-2.3), as the case may be.

Where the profit from the activity is used to achieve the objectives of another non-profit legal person, the second and third paragraphs of section 44 apply.

**46.** Despite sections 38, 41, 44 and 45, the board may issue a reunion permit to a person or partnership that uses a permit authorizing the sale or service of alcoholic beverages for consumption on the premises, on condition that access to the activity for which the permit is requested is limited to a group of persons and provided that the applicant refuses to admit any person who does not belong to the group, regardless of whether the activity takes place inside or outside the permit holder's establishment.

However, if the applicant is a non-profit legal person, the activity may be open to the public and the profit generated during the activity must be used as provided for in section 45.

Alcoholic beverages sold or served during the activity for which the reunion permit is issued must be purchased in accordance with the permit authorizing the sale or service of alcoholic beverages for consumption on the premises.

**47.** The board may issue a reunion permit to sell on the site of a tasting show or exhibition held, in whole or in part, to present or discover alcoholic beverages, to every participant in the activity, who may be

(1) a foreign supplier or a supplier of alcoholic beverages to the Société des alcools du Québec;

(2) the agent or representative of a person referred to in subparagraph 1 or of a manufacturer of alcoholic beverages, in which case the reunion permit is deemed to also cover the person represented; or

(3) a non-profit legal person.

Despite section 44, the participants may make a profit during such an event.

*“Reunion permit to serve”*

**48.** A reunion permit to serve authorizes the permit holder to allow the consumption of alcoholic beverages brought to the activity by the participants or to serve alcoholic beverages without charge during the activity.

**49.** The reunion permit to serve does not include the right to sell alcoholic beverages.

In addition, charging an entry fee or admission charge for the activity is prohibited if the fee or charge is used by the permit holder to finance, directly or indirectly, the purchase of alcoholic beverages.

**50.** The board may issue a reunion permit to serve to a diplomat, consul or member of the International Civil Aviation Organization who applies for it for an activity held outside the applicant’s establishment or residence.

**51.** A reunion permit to serve is not required for an activity held in a residence or in the establishment of an enterprise where no permit is used.

In addition, a reunion permit to serve is not required for a private activity held in an indoor or outdoor space where no permit is used and where fewer than 200 persons are expected to attend.

## **§6. Miscellaneous provisions**

**52.** The notice provided for in section 68 of the Act to indicate the holding of a reception must contain the following information:

(1) the name of the group of persons for whom the room or terrace is reserved;

(2) the date and time of the reception;

(3) a note stating that access to the room or terrace reserved for the reception is limited to the people belonging to the group identified in the notice.

**53.** A permit holder is dispensed from the requirement to obtain authorization under section 73 of the Act for the projection of films in a room or on a terrace where the permit holder uses the permit, except if the films projected are intended for persons of full age.

## **DIVISION V PERMITS AUTHORIZING CONSUMPTION IN ANOTHER PLACE**

### **§1. Grocery permit**

**54.** An applicant for a grocery permit must, for the applicant’s establishment to be considered a grocery store,

(1) display an assortment of foods having a value of at least \$5,500 based on their retail price; and

(2) ensure that the assortment of foods represents at least 51% of the products displayed in the store.

The assortment of foods must comprise at least three of the following categories of products:

(1) meat, protein and substitutes;

(2) dairy products;

(3) preserves, cereals, pasta, flour and products sold loose;

(4) fruit and vegetables;

(5) bakery products;

(6) candy, carbonated water and chips;

(7) deep-frozen products;

(8) condiments and sauces;

(9) “ready to eat” foods.

The applicant must file with the board, with the permit application, an inventory of the products on display to demonstrate compliance with the requirements of this section. The board may also require photographs of the display.

For the purposes of this subdivision, alcoholic beverages are not considered to be foods.

**55.** The holder of a grocery permit must, at all times, maintain an assortment of foods that meets the requirements of this subdivision and that account for at least 51% of all products on display in the store, excluding alcoholic beverages.

**56.** When another business is operated in a place where a grocery permit is used, each business must keep separate accounts and the sums of money obtained from the sales of each business must be readily identifiable.

**57.** The price list provided for in section 66 of the Act must list the price of beer by the case, bottle and can.

### *§2. Permit used in a means of public transportation*

**58.** In the case of a permit used in a means of public transportation, section 38, paragraphs 1, 2 and 3 of section 39, sections 40, 47, 59 to 68, 72 to 74 and 82 to 84 of the Act do not apply.

Sections 84, 85, 93, 94, 103.2, 103.3, 103.6, paragraphs 1, 2, 5, 6 and 8 of section 109 and paragraph 5 of section 110 of the Act respecting offences relating to alcoholic beverages (chapter I-8.1) do not apply.

### *§3. Options*

#### *“Domestic manufacture” option*

**59.** A winemaking and brewing centre permit may include the “domestic manufacture” option.

**60.** Where a permit includes the “domestic manufacture” option, the permit holder must ensure each client is of full age and present in person to

- (1) pay for the ingredients needed to manufacture beer or wine;
- (2) pay for the services needed to manufacture beer or wine;
- (3) mix together the ingredients needed to trigger a process of fermentation in order to manufacture beer or wine and add yeast to the mixture;

(4) bottle, seal and label beer or wine; and

(5) take away the beer or wine after as soon as it is bottled.

A client may be accompanied or substituted by another person of full age to help the client accomplish the tasks listed in subparagraphs 3 to 5 of the first paragraph, provided that person is not the holder of a permit issued under the Act respecting the Société des alcools du Québec (chapter S-13).

**61.** The holder of a permit that includes the “domestic manufacture” option may perform the following tasks even if the client is not present:

- (1) add a fining agent or stabilizing agent to the client’s previously mixed ingredients;
- (2) filter and carbonate the client’s ingredients;
- (3) decant the client’s beer or wine into another container.

**62.** The holder of a permit that includes the “domestic manufacture” option must ensure that a label is affixed to each container used to manufacture beer or wine when manufacturing begins to identify the client using the invoice number.

A label must also be affixed to each container used for production or conditioning.

**63.** Before beginning the manufacturing process authorized under the “domestic manufacture” option, the client must be given an invoice. The invoice must include the following information:

- (1) the name, address and telephone number of the permit holder;
- (2) the name, address and telephone number of the client;
- (3) the category of alcoholic beverage that will be manufactured, which must be either wine or beer, and the quantity to be manufactured;
- (4) the ingredients sold for use in the manufacture of beer or wine and the price charged;
- (5) the services connected with the manufacture of beer or wine included in the sale, and the price charged for those services;
- (6) the start date for the manufacture of beer or wine;

(7) the amount received from the client;

(8) a statement that the beer or wine must be manufactured for personal consumption only and that its sale is prohibited;

(9) a statement that the client is required to take away the beer or wine manufactured as soon as it is bottled.

The permit holder must keep a copy of each invoice for 3 years, and must also keep, for the same period, a register showing the permit holder's purchases of ingredients.

**64.** The holder of a permit that includes the “domestic manufacture” option, or an employee of the permit holder, may manufacture beer or wine on the premises covered by the permit for personal consumption off the premises.

However, in such a case the permit holder must draw up an invoice in the same way as for a client.

**65.** The holder of a permit that includes the “domestic manufacture” option may allow a client who has manufactured beer or wine at the place covered by the permit to sample the product provided that

- (1) the sample is provided before bottling;
- (2) the sample is consumed on the premises; and
- (3) the sample is not larger than 100 ml.

**66.** Several different clients may join together to manufacture beer or wine. The name of each client who is a member of the group must be included on the invoice.

**67.** The holder of a permit that includes the “domestic manufacture” option may not

(1) manufacture beer or wine at the place covered by the permit for the purpose of sale or exchange;

(2) keep for the purpose of sale or exchange, offer for sale or exchange, or sell or exchange beer or wine at the place covered by the permit;

(3) allow a client to sell or exchange or offer for sale or exchange beer or wine the client has manufactured at the place covered by the permit;

(4) mix or allow a client to mix beer or wine with the beer or wine of another client;

(5) store or allow beer or wine to be stored at the place covered by the permit once the product has been bottled;

(6) bring or allow another person to bring alcoholic beverages to the place covered by the permit in order to add them to beer, wine or the ingredients used to manufacture beer or wine;

(7) remove beer or wine or allow beer or wine to be removed from the place covered by the permit prior to bottling; or

(8) allow the consumption of beer or wine at the place covered by the permit, except for sampling as provided for in section 65.

**68.** The holder of a permit that includes the “domestic manufacture” option must destroy any unclaimed beer or wine.

**69.** The domestic manufacture space must be accessible only to the permit holder, the permit holder's employees, clients, and clients' assistants and substitutes.

## DIVISION VI MONETARY ADMINISTRATIVE PENALTIES

*§1. Determination of amounts (paragraphs 1 to 4 of section 85.1 of the Act)*

**70.** A permit holder who contravenes section 72.1 of the Act due to a quantity not exceeding 4 litres of spirits, 6 litres or wine or 10 litres of beer being found during the same visit is required to pay a monetary administrative penalty of

(1) \$300 if the quantity of alcoholic beverages is

- (a) 1 litre or less of spirits;
- (b) 1 litre or less of wine; or

(c) 1.5 litres or less of beer;

(2) \$500 if the quantity of alcoholic beverages is

- (a) above 1 litre of spirits, but below 2 litres;
- (b) above 1 litre of wine, but below 2 litres; or
- (c) above 1.5 litres of beer, but below 3 litres;

(3) \$1,000 if the quantity of alcoholic beverages is

- (a) above 2 litres of spirits, but below 3 litres;
- (b) above 2 litres or wine, but below 4 litres; or
- (c) above 3 litres of beer, but below 6 litres;

- (4) \$2,000 if the quantity of alcoholic beverages is
- (a) above 3 litres of spirits, but below 4 litres;
  - (b) above 4 litres or wine, but below 6 litres; or
  - (c) above 6 litres of beer, but below 10 litres.

**71.** A permit holder who keeps or allows to be kept in the establishment 10 or fewer containers of alcoholic beverages containing an insect that are found during the same visit, unless that insect is an ingredient used in making those alcoholic beverages, is required to pay a monetary administrative penalty of

- (1) \$300 if the quantity of containers of alcoholic beverages is 5 or less; and
- (2) \$600 if the quantity of containers of alcoholic beverages is 6 to 10.

**72.** A permit holder who contravenes the second paragraph of section 79 of the Act by using a liquor permit without having applied for a temporary authorization to use it despite being required to do so is required to pay a monetary administrative penalty of \$500.

**73.** A permit holder who contravenes section 53 of the Act by failing to pay the duties payable to maintain the permit in force before the anniversary date of its issue is required to pay a monetary administrative penalty of \$200.

**§2.** *Determination of failures to comply and amounts (paragraph 5 of section 85.1 of the Act)*

**74.** A permit holder who contravenes section 72.1 of the Act due to a quantity not exceeding 6 litres of cider or of an alcoholic beverage not referred to in section 70 being found during the same visit is required to pay a monetary administrative penalty of

- (1) \$300 if the quantity of alcoholic beverages is 1 litre or less;
- (2) \$500 if the quantity of alcoholic beverages is above 1 litre, but below 2 litres;
- (3) \$1,000 if the quantity of alcoholic beverages is above 2 litres, but below 4 litres; and
- (4) \$2,000 if the quantity of alcoholic beverages is above 4 litres, but below 6 litres.

**75.** A monetary administrative penalty of \$200 is imposed on

(1) a permit holder who contravenes section 34.1 of the Act, as replaced by section 2 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20), by carrying on activities at or in the establishment covered by the permit for which an option is required pursuant to the Regulation but who has not been authorized by the board;

(2) a permit holder who contravenes section 66 of the Act

(a) by failing to post the permit in public view at the main entrance of the establishment covered by the permit;

(b) by failing to make a copy of the permit and to keep on in his or her possession when using it elsewhere than in the establishment where it is posted; or

(c) by failing to post a price list of the alcoholic beverages sold in the establishment covered by the permit, if the permit authorizes the sale of alcoholic beverages for consumption on the premises, or of beer, if the permit is a grocery permit;

(3) a holder of a permit authorizing the sale of alcoholic beverages for consumption on the premises who contravenes section 67 of the Act by failing to keep posted, in public view at the entrance to the room or terrace where the permit is used, a notice indicating the amount of the minimum charge giving the right to one drink or an admission fee, if such a minimum charge or right is imposed;

(4) a holder of a bar permit or restaurant permit who contravenes section 68 of the Act by failing to post at the entrance to a room or terrace at the establishment, in public view, a notice indicating the holding of a reception, access to which is restricted to a group of persons;

(5) a permit holder who contravenes section 74.1 of the Act by failing to keep, in the establishment where the permit is used, the detailed floor plan of the rooms or terraces where the activity is authorized, certified by the board pursuant to the second paragraph of section 74 of the Act or the third paragraph of section 84.1 of the Act;

(6) the holder of an accessory permit who contravenes section 11 by failing or omitting to inform the board of a change in the activities carried on in the establishment where the permit is used;

(7) the holder of a permit that includes the “domestic manufacture” option who contravenes section 62 by failing to ensure that a label is affixed to each container used to manufacture beer or wine when manufacturing begins or identify the client using the invoice number;

(8) the holder of a permit that includes the “domestic manufacture” option who contravenes section 63 by failing to give a client an invoice in accordance with that section; and

(9) the holder of a permit that includes the “domestic manufacture” option who contravenes section 65 by failing to comply with the conditions for sampling in accordance with that section.

**76.** A monetary administrative penalty of \$500 is imposed on

(1) the holder of a grocery permit who contravenes the first paragraph of section 31 of the Act by allowing, in the permit holder’s establishment, the consumption of alcoholic beverages that the permit holder is authorized to sell that is not a free tasting authorized under the second paragraph of that section;

(2) the holder of a permit authorizing the sale or service of alcoholic beverages for consumption on the premises who admits simultaneously a number of persons greater than the number determined by the board pursuant to section 46.1 of the Act to a room or terrace of the establishment where the permit is used, provided the number of persons is not more than 25% above the permitted capacity and does not exceed the evacuation capacity;

(3) the holder of a permit with a seasonal period of use who contravenes section 51.1 of the Act by using the permit outside the continuous period it specifies;

(4) a permit holder who contravenes one of sections 28, 59, 60 or 60.0.1 of the Act by using the permit outside the authorized hours of use;

(5) the holder of a bar permit who contravenes section 62 of the Act by admitting a person to the rooms or terraces indicated on the permit outside the hours during which the permit may be used, or by tolerating a person’s remaining there for more than one hour after those hours, unless the person is an employee of the establishment and provided the number of such persons is not greater than 5;

(6) the holder of a permit authorizing the sale or service of alcoholic beverages for consumption on the premises, other than a bar permit, who contravenes section 63 of the Act by allowing a person to consume alcoholic beverages there more than 30 minutes after the hour at which use of the permit must cease;

(7) a permit holder who contravenes section 70 of the Act by failing to keep supporting documents respecting the permit holder’s purchases of alcoholic beverages;

(8) the holder of a permit authorizing the sale or service of alcoholic beverages for consumption on the premises who contravenes section 71 of the Act by failing or omitting to notify the board in writing of the name, address and date of birth of the person responsible for managing the permit holder’s establishment, within 10 days of the beginning of that person’s employment;

(9) a partnership or legal person referred to in section 38 of the Act that, as a permit holder, contravenes section 72 of the Act by neglecting or omitting to notify the board of any relevant information concerning a change in the persons mentioned in section 38, within ten days of the change;

(10) the holder of a permit authorizing the sale or service of alcoholic beverages for consumption on the premises, other than a reunion permit or an accessory permit, who contravenes section 73 of the Act by allowing, in a room or on a terrace where the permit is used, the presentation of a show or dancing that has not been authorized by the board;

(11) a permit holder who contravenes section 82 of the Act by using the permit in places other than those specified in the permit without authorization from the board;

(12) the holder of a permit authorizing consumption of the premises who contravenes section 84.1 of the Act by changing the layout of a place where the permit is used without authorization from the board;

(13) a permit holder who refuses or neglects to comply with a requirement under section 110 of the Act;

(14) a permit holder who contravenes section 112 of the Act by hindering the activities of a person referred to in section 111 of the Act in the exercise of his or her duties, misleading him or her by concealment or false declarations, refusing to furnish him or her with information or a document he or she is entitled to require or examine under this Act or the regulations, or concealing or destroying a document or property relating to an investigation;

(15) the holder of a permit authorizing the sale or service of alcoholic beverages for consumption on the premises who contravenes section 15 by neglecting or omitting to equip the establishment with a system to provide full lighting throughout the premises in emergencies or when needed;

(16) the holder of a permit covering a lodging facility who contravenes section 22 by failing to comply with the requirements concerning minibars;

(17) the holder of a permit covering a lodging facility who contravenes section 23 by failing to comply with the requirements concerning vending machines for alcoholic beverages; and

(18) the holder of a permit that includes the “domestic manufacture” option who contravenes section 67.

**77.** A monetary administrative penalty of \$800 is imposed on

(1) the holder of a restaurant permit who contravenes section 27 of the Act by selling alcoholic beverages for take out or delivery that are not sold with food that the permit holder has prepared; and

(2) the holder of a restaurant permit who contravenes section 25 by selling alcoholic beverages to a client admitted to the establishment after food preparation and sales have ceased.

#### TRANSITIONAL AND FINAL

**78.** A person who, on 5 August 2021, is the holder of a grocery permit must comply with sections 54 and 55 before 6 August 2022.

**79.** The Regulation respecting the conditions relating to the issue and use of a “Man and his World” permit and an “Olympic Grounds” permit (chapter P-9.1, r.1), the Regulation respecting certain documents relating to the Act respecting liquor permits (chapter P-9.1, r.2), the Regulation respecting lay-out standards for establishments (chapter P-9.1, r.4) and the Regulation respecting liquor permits (chapter P-9.1, r.5) are replaced by this Regulation.

**80.** This Regulation comes into force on 5 August 2021.

105188

Gouvernement du Québec

### O.C. 1054-2021, 7 July 2021

Act respecting liquor permits  
(chapter P-9.1)

Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20)

#### Duties and costs payable under the Act respecting liquor permits —Amendment

Regulation to amend the Regulation respecting duties and costs payable under the Act respecting liquor permits

WHEREAS the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20) was assented to on 12 June 2018;

WHEREAS, under paragraph 4 of section 114 of the Act respecting liquor permits (chapter P-9.1), as amended by section 56 of the Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages, the Government may, after consulting the Régie des alcools, des courses et des jeux, make regulations determining the amount of the costs and duties that are payable under the Act or standards permitting to establish such amount and prescribing the terms and conditions of payment;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting duties and costs payable under the Act respecting liquor permits was published in Part 2 of the *Gazette officielle du Québec* of 17 February 2021 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Public Security:

THAT the Regulation to amend the Regulation respecting duties and costs payable under the Act respecting liquor permits, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

## Regulation to amend the Regulation respecting duties and costs payable under the Act respecting liquor permits

Act respecting liquor permits  
(chapter P-9.1, s. 114, par. 4)

Act to modernize the legal regime applicable to liquor permits and to amend various other legislative provisions with regard to alcoholic beverages (2018, chapter 20, s. 56)

**1.** The Regulation respecting duties and costs payable under the Act respecting liquor permits (chapter P-9.1, r. 3) is amended in section 0.1 by replacing the second paragraph by the following:

“However, section 1.1. does not apply to a grocery permit, winemaking and brewing centre permit or cider seller’s permit.”

**2.** Section 1, as amended by section 60 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety (2020, chapter 31), is replaced by the following:

“**1.** The fixed amounts payable for a permit are the following:

- (1) bar permit: \$600;
- (2) restaurant permit: \$600;
- (3) accessory permit: \$352;
- (4) grocery permit: \$176;
- (5) winemaking and brewing centre permit: \$176;
- (6) cider seller’s permit: \$176.”

**3.** Section 1.1 is amended by replacing the second paragraph by the following:

“Notwithstanding the foregoing, the amount payable for a permit where the board does not establish the capacity is \$50.”

**4.** Section 3 is amended

(1) by striking out “for each room or terrace where the permit will be used” wherever they occur in the first and second paragraphs;

(2) by replacing “the third and fourth paragraphs” in the second paragraph by “the third paragraph”;

(3) by replacing the third paragraph by the following:

“The duties payable for the issue of a reunion permit to sell alcoholic beverages on the premises of a tasting show or exhibition to a non-profit legal person are \$53.50 per day of use, up to a maximum of 5 times the amount prescribed for a day of use. Despite the foregoing, no duties are payable for the reunion permit to sell issued to the other participants in a tasting show or exhibition pursuant to section 47 of the Regulation respecting the legal regime applicable to liquor permits, made by Order in Council 1053-2021 dated 7 July 2021, if that event is organized by a non-profit legal person.”;

(4) by striking out the last paragraph.

**5.** The following is inserted after section 3:

“**3.1** The duties payable for the issue of a reunion permit for a major event are \$53.50 for each place where the permit will be used, up to a maximum of 3 places, and \$31 per additional place, multiplied by the number of days of use of the permit, and up to a maximum of 5 days.

A major event within the meaning of the first paragraph is an event that

(1) spans a continuous period of at least 3 days; and

(2) is expected to attract at least 25,000 ticket-holding participants or at least 200,000 participants on an open site.”

**6.** Section 4 is amended by inserting “intended for persons of full age” after “films”.

**7.** The following is inserted after section 5:

“**5.1.** The costs payable for examination of an application for the on-site consumption of alcoholic beverages in the common areas of a lodging facility are \$50.”

**8.** Section 7 is amended

(1) by striking out “\$292 for an application for a permit made by reason of the alienation or leasing of an establishment and” and “for the other applications referred to in that section”;

(2) by adding the following paragraph at the end:

“The costs payable for examination of an application for a permit made by reason of the alienation or leasing of an establishment are \$292.”

**9.** Section 7.2, as made by section 61 of the Act to amend various legislative provisions concerning mainly bodies in the field of public safety (2020, chapter 31), is replaced by the following:

“**7.2.** In the case of a permit for a seasonal operating period, the duties payable are reduced in proportion to the number of days during which the permit is not used.

Where the holder of a permit covering an annual operating period applies to change for a seasonal operating period, the board reimburses the part of the duties paid that correspond to the number of days occurring after the application when the permit is not used.”

**10.** This Regulation comes into force on 5 August 2021.

105189

Gouvernement du Québec

**O.C. 1058-2021, 7 July 2021**

Transport Act  
(chapter T-12)

**Road vehicles used for the transportation  
of school children  
— Amendment**

Regulation to amend the Regulation respecting road vehicles used for the transportation of school children

WHEREAS, under paragraph *a* of section 5 of the Transport Act (chapter T-12), the Government may, by regulation, establish standards, conditions or modes of construction, use, safe-keeping, upkeep, ownership, possession, rent, hygiene or safety of any means of transport or transport system which it indicates;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting road vehicles used for the transportation of school children was published in Part 2 of the *Gazette officielle du Québec* of 15 July 2020 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Transport:

THAT the Regulation to amend the Regulation respecting road vehicles used for the transportation of school children, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

**Regulation to amend the Regulation  
respecting road vehicles used  
for the transportation of school children**

Transport Act  
(chapter T-12, s. 5, par. *a*)

**1.** The Regulation respecting road vehicles used for the transportation of school children (chapter T-12, r. 17) is amended by replacing section 1 by the following:

“**1.** Transportation of school children carried out on a public road within the meaning of the Highway Safety Code (chapter C-24.2) and organized by a school service centre, a school board or a private educational institution referred to in the Act respecting private education (chapter E-9.1), except transportation of students enrolled in vocational training or adult education, shall be carried out by means of a school bus, a school minibus or a vehicle used for the transportation of school children compliant with this Regulation.

Transportation of school children organized by a school service centre, a school board or a private educational institution, as part of an education, sport or cultural activity, may be carried out by means of a multifunction school activity bus or a 12 to 15 passenger bus compliant with this Regulation.

Despite the first paragraph, the transportation of secondary school children that is incorporated into the service of the Réseau de transport métropolitain or a public transit authority constituted under the Act respecting public transit authorities (chapter S-30.01), provided that the route is available to the entire clientele and its schedule is publicly disseminated in the same manner as that of other routes, may be carried out by means of a bus manufactured for urban transport.”

**2.** Section 3 is revoked.

**3.** The following is inserted after section 4:

**4.1.** A multifunction school activity bus as defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038) that bears the national safety mark within the meaning of the Motor Vehicle Safety Act (S.C. 1993, c. 16) or the compliance label provided for in the Regulations for that type of vehicle is a multifunction school activity bus.

**4.2.** A bus that meets the following conditions is a 12 to 15 passenger bus:

(1) it meets the requirements of the Motor Vehicle Safety Act (S.C. 1993, c. 16);

(2) it bears the national safety mark within the meaning of the Motor Vehicle Safety Act or the compliance label provided for in the Act for Transport Canada's "bus" class;

(3) the model year is 2017 or a later year;

(4) the model year is not more than 10 years;

(5) the gross weight rating is not more than 4,536 kg;

(6) it is equipped with an electronic tire pressure monitoring system that is in good operating condition."

**4.** Section 11 is amended by replacing the third paragraph by the following:

"Strips of yellow reflective tape at least 2.5 cm wide may be affixed to the back of the school bus to delimit the contour. Reflective strips may also be affixed to the bus at the locations designated in section 6.5 of CSA Standard D250-16, School Buses, published by the Canadian Standards Association."

**5.** Section 30 is amended by adding "If the word "ÉCOLIERS" is indicated by a light-emitting diode (LED) sign, the background of the sign shall be black and the letters shall be in contrasting colour in order to be legible." at the end of the first paragraph.

**6.** Section 31 is amended

(1) by replacing "the name of the carrier" in paragraph 5 by "the name and contact information of the carrier";

(2) by adding the following at the end:

"(7) a pictogram or a mention indicating that it is manufactured in Québec, where applicable."

**7.** Section 34 is amended by replacing the second paragraph by the following:

"Those lights shall be designed and installed in accordance with testing standard J887, School Bus Warning Lamps, published by SAE International. Despite the foregoing, the standard does not apply to the aiming pads on the face of the lens or to the black encircling each light."

**8.** The following is inserted after section 34:

**34.1.** A white strobe lamp manufactured and installed in accordance with CSA Standard D250-16, School Buses, published by the Canadian Standards Association, may be added to the roof of a school bus."

**9.** Section 44 is amended in the first paragraph

(1) by replacing "CSA Standard D-250-03 entitled "School Buses" and published on 18 March 2003" in subparagraph 1 by "CSA Standard D-250-16 entitled "School Buses" and published";

(2) by replacing "CSA Standard D-250-03" in subparagraph 2 by "CSA D-250-16".

**10.** The following is added after Division II of Chapter III:

**"DIVISION III**  
MULTIFUNCTION SCHOOL ACTIVITY BUSES  
AND 12 TO 15 PASSENGER BUSES

**49.1.** Between the fifteenth day of October and the first day of May, a school service centre, a school board or a private educational institution and a carrier doing business with them shall ensure that the tires with which a multifunction school activity bus or a 12 to 15 passenger bus is equipped are specifically designed for winter driving within the meaning of subparagraph 2 of the first paragraph of section 7 of the Regulation respecting the use of tires (chapter C-24.2, r. 45).

**49.2.** Before authorizing a driver in its employ to drive a multifunction school activity bus or a 12 to 15 passenger bus, a carrier, a school service centre, a school board or a private educational institution shall obtain the driver's driving record and ensure that a maximum number of 3 demerit points are entered in it. A carrier must also provide a copy of the driving record to the school service centre, the school board or the private education institution for which the transportation is carried out.

The carrier, the school service centre, the school board or the private educational institution shall require from every driver in its employ that the driver inform, without delay and in writing, the carrier, the school service centre, the school board or the private educational institution if demerit points are added to the driver's driving record after the verification made under the first paragraph.

**49.3.** The driver of a multifunction school activity bus or a 12 to 15 passenger bus shall inform without delay and in writing the carrier, the school service centre, the school board or the private educational institution that employs the driver if demerit points are added to the driver's driving record.

**49.4.** No person may drive a multifunction school activity bus or a 12 to 15 passenger bus if more than 3 demerit points are entered in the person's driving record.”

**11.** Section 50 is amended

(1) by replacing paragraphs 1 and 2 by the following:

“(1) where a person transports school children or has school children transported using a vehicle other than those permitted under section 1;

(2) where an owner uses a school bus or minibus that does not comply with the requirements of any of sections 7 to 36;”;

(2) by revoking paragraph 4.

**12.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

Paragraph 3 of section 4.2 of the Regulation respecting road vehicles used for the transportation of school children, as enacted by section 3 of this Regulation, ceases to have effect on 31 December 2026.

105190

Gouvernement du Québec

**O.C. 1060-2021, 7 July 2021**

Transport Act  
(chapter T-12)

Environment Quality Act  
(chapter Q-2)

**Road vehicles used for the transportation  
of school children  
— Amendment**

Regulation to amend the Regulation respecting road vehicles used for the transportation of school children

WHEREAS, under paragraph *a* of section 5 of the Transport Act (chapter T-12), the Government may, by regulation, establish standards, conditions or modes of construction, use, safe-keeping, upkeep, ownership, possession, rent, hygiene or safety of any means of transport or transport system which it indicates;

WHEREAS, under paragraphs *a* and *b* of section 53 of the Environment Quality Act (chapter Q-2), the Government may make regulations applicable to the whole or to any part of the territory of Québec, to classify motor vehicles and engines to regulate their use and withdraw certain classes from the application of the Act and the regulations, and to prohibit or limit the use of certain classes of motor vehicles or engines to prevent or to reduce the emission of pollutants into the air;

WHEREAS, under subparagraph 29 of the first paragraph of section 95.1 of that Act, the Government may make regulations to prescribe any measure aimed at promoting the reduction of greenhouse gas emissions and require that climate change impact mitigation and adaptation measures be put in place;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting road vehicles used for the transportation of school children was published in Part 2 of the *Gazette officielle du Québec* of 24 April 2021 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Transport and the Minister of the Environment and the Fight Against Climate Change:

THAT the Regulation to amend the Regulation respecting road vehicles used for the transportation of school children, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

## Regulation to amend the Regulation respecting road vehicles used for the transportation of school children

Transport Act  
(chapter T-12, s. 5, par. a)

Environment Quality Act  
(chapter Q-2, s. 53, pars. a et b et s. 95.1, 1st par., subpar. 29)

**1.** The Regulation respecting road vehicles used for the transportation of school children (chapter T-12, r. 17) is amended by inserting the following after section 6:

“**6.1.** A school bus shall be fully electric if it is used for the following:

(1) all transport of students organized for taking them to or from classes on a daily basis or for allowing them to go home at noon for lunch and provided for by a school service centre that exercises the duties and powers related to student transportation provided for in sections 291 to 299 of the Education Act (chapter I-13.3), for a school board that exercises the duties and powers related to school bussing provided for in sections 431 to 431.8 of the Education Act for Cree, Inuit and Naskapi Native Persons (chapter I-14), or for a private educational institution authorized to organize the busing of students under the second paragraph of section 62 of the Act respecting private education (chapter E-9.1);

(2) all other transport of school children for educational, sports or cultural activities provided for a school service centre, a school board or for a private educational institution referred to in subparagraph 1;

(3) any transport provided by a school service centre, by a school board or by a private educational institution for its school children.

The first paragraph does not apply to a school bus whose model year is prior to 2024 and which was registered in Québec on 31 October 2021. It also does not apply to a school bus used for the transportation of school children in a location served by a Hydro-Québec independent electric power distribution system and listed in Schedule II.”

**2.** Section 11 is amended:

(1) by adding “, except those of a fully electric school bus that shall be blue” at the end of the second paragraph;

(2) by adding the following paragraph at the end:

“Only a fully electric school bus may have blue wheel rims.”

**3.** Section 30 is amended by adding the following paragraph at the end:

“In the case of a fully electric school bus, an inscription or a pictogram allowing to identify the bus as such and an indication of where the high tension may be deactivated from outside the school bus shall be affixed on the outside wall.”

**4.** Section 50 is amended by inserting the following after paragraph 1:

“(1.1) where a person transports school children or has school children transported as organized under subparagraphs 1 to 3 of the first paragraph of section 6.1 using a vehicle that does not comply with the requirements of that section;”

**5.** The following is added after Schedule I:

### “SCHEDULE II (s. 6.1)

#### LIST OF LOCATIONS SERVED BY A HYDRO-QUEBEC INDEPENDENT ELECTRIC POWER DISTRIBUTION SYSTEM

— Akulivik (Nord-du-Québec)

— Aupaluk (Nord-du-Québec)

— Clova (Mauricie)

— Inukjuak (Nord-du-Québec)

— Ivujivik (Nord-du-Québec)

— Kangijsujuaq (Nord-du-Québec)

— Kangijsualujjuaq (Nord-du-Québec)

— Kangirsuk (Nord-du-Québec)

— Kuujjuaq (Nord-du-Québec)

— Kuujjuarapik (Nord-du-Québec)

- Obedjiwan (Mauricie)
- Port-Menier (île d'Anticosti) (Côte-Nord)
- Puvirnituq (Nord-du-Québec)
- Quaqtaq (Nord-du-Québec)
- Salluit (Nord-du-Québec)
- Tasiujaq (Nord-du-Québec)
- Umiujaq (Nord-du-Québec)
- Whapmagoostui (Nord-du-Québec)”.

**6.** This Regulation comes into force on 31 October 2021.

105191

## Draft Regulations

---

### Draft Regulation

Environment Quality Act  
(chapter Q-2)

#### Fees payable with respect to the traceability of excavated contaminated soils

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting the fees payable with respect to the traceability of excavated contaminated soils, appearing below, may be made by the Minister on the expiry of 45 days following this publication.

The draft Regulation prescribes the fees payable when excavated contaminated soils are transported from their site of origin or, in certain cases from a receiving site, to cover the costs of the implementation, by the Minister of the Environment and the Fight Against Climate Change, of measures for ensuring the traceability of contaminated soils for the purposes of the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*).

The draft Regulation provides that the fees are payable, if the soils are transported from the site of origin, by the owner of the soils or, if the soils are excavated during work on a linear infrastructure, by the project owner or, if the soils are excavated following an accidental discharge of hazardous materials, by the party causing the discharge and, in certain cases, if the soils are transported from a receiving site, by the site manager.

The draft Regulation will be applied progressively as of its coming into force. Its application will take place in stages, based mainly on the number of metric tonnes of soils transported.

The draft Regulation has an impact on enterprises, on the public, on the departments and bodies and on municipalities that, during work for the excavation of contaminated soils, transport, or have transported, such soils.

Further information may be obtained by contacting Marie-Andrée Vézina, Acting Director, Direction du Programme de réduction des rejets industriels et des lieux contaminés, Ministère de l'Environnement et de la Lutte contre les changements climatiques, 675, boulevard René-Lévesque Est, 9<sup>e</sup> étage, Québec (Québec) G1R 5V7; email: marie-andree.vezina@environnement.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Marie-Andrée Vézina, at the above-mentioned contact information.

BENOIT CHARETTE  
*Minister of the Environment and  
the Fight Against Climate Change*

---

### Regulation respecting the fees payable with respect to the traceability of excavated contaminated soils

Environment Quality Act  
(chapter Q-2, s. 95.4)

#### CHAPTER I GENERAL

**1.** The purpose of this Regulation is to prescribe the fees payable to cover the costs of the implementation of traceability measures to ensure that excavated contaminated soils are discharged in a site where they may be received.

**2.** The soils covered by this Regulation are those to which the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*) applies.

**3.** In this Regulations, the terms “linear infrastructure”, “receiving site”, “project owner”, “receiving site manager” and “site of origin” have the meaning assigned by the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*).

#### CHAPTER II FEES PAYABLE AND PAYMENT AND ADJUSTMENT OF FEES

**4.** Fees of \$2.00 per metric tonne of soils are payable for any quantity of contaminated soils transported during work

(1) from their site of origin, except those referred to in section 3 of the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*); and

(2) from a receiving site, where the soils are referred to in section 3 of the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*) and that Regulation applies to the soils.

**5.** In the case of soils transported from their site of origin, the fees are payable by the owner of the soils or, if the soils are excavated during work on a linear infrastructure, by the project owner or, if the soils are excavated following an accidental discharge of hazardous materials, by the party causing the discharge.

In the case of soils transported from a receiving site, the fees are payable by the site manager.

**6.** The fees payable under this Regulation must be paid in full within 30 days after notification, by the Minister, of the notice of claim of the amounts owed to the Minister.

The fees are payable in cash, by cheque or by bank or postal money order made out to the Minister of Finance or by an electronic method of payment.

**7.** The fees payable under this Regulation are adjusted on 1 January of each year based on the annual average percent changes of the All-items Consumer Price Index for Canada, as published by Statistics Canada; the changes are calculated by determining the difference between the average of the monthly indexes for the 12-month period ending on 30 September of the preceding year and the average of the monthly indexes for the same period of the second preceding year.

The Minister publishes the results of the adjustment in the *Gazette officielle du Québec* before 1 January of each year and, if the Minister considers it appropriate, gives notice by any other means.

### CHAPTER III FINAL

**8.** This Regulation comes into force on 1 November 2021.

Until 31 December 2021, it applies only to the transportation, from the site of origin, of a quantity of contaminated soils equal to or greater than 5,000 metric tonnes, excavated during work that began on or after 1 November 2021.

As of 1 January 2022, it also applies to the transportation

(1) from the site of origin, of any quantity of contaminated soils equal to or greater than 1,000 metric tonnes, excavated during work under way before that date, on that date or after that date and that is, as the case may be,

(a) covered by a contract by mutual agreement entered into after the date on which the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*) is made;

(b) covered by a contract entered into following a public call for tenders or a call for tenders from the private sector, made using a notice published after the date on which the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*) is made, or an invitation to tender made after that date; or

(c) not covered by a contract; and

(2) of any quantity of contaminated soils equal to or greater than 1,000 metric tonnes, from a receiving site, where

(a) they are covered by section 3 of the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*) and are in any of the cases provided for therein to which that Regulation applies in their regard;

(b) they are from the same site of origin;

(c) they are excavated during work under way before 1 January 2022, on that date or after that date and are covered by a case referred to in any of subparagraphs a to c of subparagraph 1.

As of 1 January 2023, this Regulation applies to any quantity of excavated contaminated soils during work carried out on 1 January 2023 or after that date, regardless of the date on which the excavation work began, and transported from their site of origin, or from a receiving site where the soils are covered by section 3 of the Regulation respecting the traceability of excavated contaminated soils (*insert the reference to the Compilation of Québec Laws and Regulations*) and are in any of the cases provided for therein to which that Regulation applies in their regard.

## Draft Regulation

Act respecting financial assistance  
for education expenses  
(chapter A-13.3)

### Financial assistance for education expenses — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting financial assistance for education expenses, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The purpose of the draft Regulation is to index the amount of certain exemptions or allowable expenses used in the computation of financial assistance for education expenses and the maximum amount of a loan that may be granted for a year of allocation.

Another purpose of the Regulation is to exclude from the computation of the student's contribution any amount paid to the student under the *Programme de bourses - Bourse d'incitation au travail et de suspension volontaire des études au baccalauréat en sciences infirmières en contexte d'urgence sanitaire* established by the Minister of Health and Social Services and the Minister of Higher Education in January 2021.

The draft Regulation specifies the medications whose cost may be considered as an allowable expense in computing financial assistance for education expenses.

The draft Regulation specifies the time within which a student must successfully complete a college-level course of technical studies leading to a diploma of college studies or a university-level course of studies leading to a degree in order to be entitled to a 15% reduction on the value of the guaranteed loans contracted within that time limit.

The draft Regulation specifies the monthly income used to establish, for the 2021-2022 year of allocation, if a borrower is in a precarious financial situation.

The draft Regulation extends the period during which a student is deemed to reside in Québec while pursuing studies outside Québec.

Lastly, the draft Regulation increases the financial assistance granted for the 2021-2022 and 2022-2023 years of allocation in order to mitigate the negative economic impacts of the COVID-19 pandemic.

The draft Regulation has no impact on the public or on enterprises, including small and medium-sized businesses.

Further information on the draft Regulation may be obtained by contacting Simon Boucher-Doddridge, Director, Direction des programmes d'accessibilité financière aux études et des recours, Ministère de l'Enseignement supérieur, 1035, rue De La Chevrotière, 20<sup>e</sup> étage, Québec (Québec) G1R 5A5, telephone: 418 643-6276, extension 6085; email: simon.boucher-doddridge@mes.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister of Higher Education, 1035, rue De La Chevrotière, 16<sup>e</sup> étage, Québec (Québec) G1R 5A5.

DANIELLE MCCANN  
*Minister of Higher Education*

---

## Regulation to amend the Regulation respecting financial assistance for education expenses

Act respecting financial assistance  
for education expenses  
(chapter A-13.3, s. 57, 1st par., subpars. 1, 2, 3.2, 4, 7, 8,  
9, 16, 16.1 and 21, and 2nd par.)

**1.** The Regulation respecting financial assistance for education expenses (chapter A-13.3, r. 1) is amended in section 1 by adding the following at the end:

“The computation does not take into account, for the 2021-2022 year of allocation, any amount paid to the student under the *Programme de bourses - Bourse d'incitation au travail et de suspension volontaire des études au baccalauréat en sciences infirmières en contexte d'urgence sanitaire* established by the Minister of Health and Social Services and the Minister of Higher Education in January 2021.”

**2.** Section 2 is amended by replacing “\$1,475” in the second paragraph by “\$1,494”.

**3.** Section 9 is amended by replacing “\$1,475” in subparagraph 2 of the second paragraph by “\$1,494”.

**4.** Section 17 is amended

(1) by replacing “\$3,119” in paragraph 1 by “\$3,158”;

(2) by replacing “\$2,648” in paragraph 2 by “\$2,681”.

**5.** Section 18 is amended by replacing “\$2,648” by “\$2,681”.

**6.** Section 26 is amended by replacing “\$285” in the second paragraph by “\$289”.

**7.** Section 29 is amended by replacing, respectively, the amounts provided for in subparagraphs 1 to 6 of the fourth paragraph by the following amounts:

- (1) “\$196”;
- (2) “\$196”;
- (3) “\$223”;
- (4) “\$424”;
- (5) “\$485”;
- (6) “\$223”.

**8.** Section 32 is amended

(1) by replacing “\$456” and “\$975” in the first paragraph by “\$462” and “\$987”, respectively;

(2) by replacing “\$240”, “\$739” and “\$240” in the second paragraph by “\$242”, “\$745” and “\$242”, respectively.

**9.** The following is added after section 32.1:

“**32.2.** For the 2021-2022 and 2022-2023 years of allocation, a student, including a student who is deemed to be enrolled within the meaning of section 27, who resides or is deemed to reside with his or her parents or sponsor is allocated an additional \$96 per month, as living expenses, for each month for which such expenses were allocated under the first or the second paragraph of section 32, as the case may be; a student who does not reside or is deemed not to reside with his or her parents or sponsor is allocated an additional \$205 for each such month.”

**10.** Section 33 is amended

(1) by replacing “\$176” in the first paragraph by “\$178”;

(2) by replacing “\$487” in the second paragraph “\$493”.

**11.** Section 34 is amended in the first paragraph

(1) by replacing in the French text “495 \$” and “2 304 \$” by “501 \$” and “2 333 \$”, respectively;

(2) by replacing “\$486” and “\$1,330” by “\$501” and “\$2,333”, respectively.

**12.** Section 35 is amended by replacing “\$99” in the second paragraph by “\$100”.

**13.** Section 37 is amended by replacing “\$260” in the fifth paragraph by “\$263”.

**14.** Section 40 is amended by replacing “\$76” and “\$608” in the first paragraph by “\$77” and “\$616”, respectively.

**15.** Section 41 is amended by replacing “\$193” by “\$195”.

**16.** Section 42 is amended by inserting “on the list of medications drawn up by the Minister of Health and Social Services under section 60 of the Act respecting prescription drug insurance (chapter A-29.01)” after “the payment of medications” in the first paragraph.

**17.** Section 50 is amended

(1) by replacing, respectively, the amounts provided for in subparagraphs 1 to 3 of the first paragraph by the following amounts:

- (1) “\$15,284”;
- (2) “\$15,284”;
- (3) “\$18,665”;

(2) by replacing, respectively, the amounts provided for in subparagraphs 1 to 3 of the third paragraph by the following amounts:

- (1) “\$4,118”;
- (2) “\$5,213”;
- (3) “\$6,313”.

**18.** Section 51 is amended

(1) by replacing, respectively, the amounts provided for in subparagraphs 1 to 5 of the first paragraph by the following amounts:

- (1) “\$215”;
- (2) “\$235”;
- (3) “\$325”;
- (4) “\$431”;
- (5) “\$431”;

(2) by replacing “\$332” in the third paragraph by “\$336”.

**19.** Section 52 is amended by replacing “\$1,002” by “\$1,015”.

**20.** Section 63 is replaced by the following:

“**63.** A borrower who receives financial assistance in the form of a bursary for each year of allocation during which he or she pursues a course of technical studies at the college level leading to a diploma of college studies, completes the studies within the number of sessions and years of study stipulated by the educational institution for completing the program as structured by the educational institution, and obtains official certification thereof is entitled, on application to the Minister and up to the amount established pursuant to sections 54 and 55, to a 15% reduction on the value of the guaranteed loans contracted to complete the program.”

**21.** Section 64 is replaced by the following:

“**64.** A borrower who receives financial assistance in the form of a bursary for each year of allocation during which he or she pursues a course of undergraduate studies at the university level leading to a degree, completes the studies within the number of sessions and years of study stipulated by the educational institution for completing the program as structured by the educational institution, and obtains official certification thereof is entitled, on application to the Minister and up to the amount established pursuant to sections 54 and 55, to a 15% reduction on the value of the guaranteed loans contracted to complete the program and, if applicable, on the value of the following guaranteed loans:

(1) loans contracted during his or her college studies in a course of studies leading to a diploma of college studies if he or she receives financial assistance in the form of a bursary for each year of allocation, completes the studies within the number of sessions and years of study stipulated by the educational institution for completing the program as structured by the educational institution, and obtains official certification thereof;

(2) loans contracted during his or her master’s or doctoral studies if he or she receives financial assistance in the form of a bursary, completes the studies within the number of sessions and years of study stipulated by the educational institution for completing the program as structured by the educational institution, and obtains official certification thereof.”

**22.** Section 74 is amended by replacing “\$260” and “\$129” in the second paragraph by “\$263” and “\$131”, respectively.

**23.** Section 74.2 is amended by adding the following at the end:

“; and, for the 2021-2022 year of allocation, any income earned by the student through employment with an organization mentioned in the third paragraph of Schedule I.”

**24.** Section 82 is amended by replacing “\$3,119” and “\$2,336” in the third paragraph by “\$3,158” and “\$2,365”, respectively.

**25.** Section 86 is amended

(1) by replacing, respectively, the amounts provided for in subparagraphs 1 to 3 of the first paragraph by the following amounts:

(1) “\$2.34”;

(2) “\$3.49”;

(3) “\$130.60”;

(2) by replacing “\$11.54” in the second paragraph by “\$11.69”.

**26.** Section 87.1 is amended by replacing “\$395” by “\$400”.

**27.** Section 94 is amended by replacing “less than 3 years” in the first paragraph by “5 years or less”.

**28.** Schedule I is amended by replacing the portion before subparagraph 1 of the third paragraph by the following:

“For the purposes of subparagraph 1 of the first paragraph, for the 2020-2021 year of allocation, employment income earned by the student during the period beginning on 13 March 2020 and ending on 31 August 2020 and, for the 2021-2022 year of allocation, employment income earned by the student during the period beginning on 1 January 2021 and ending on 31 May 2021, while employed with any of the following bodies is not taken into account:”

**29.** This Regulation applies from the 2021-2022 year of allocation.

**30.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

## Draft Regulation

Act respecting the Administrative Housing Tribunal  
(chapter T-15.01)

Civil Code of Québec  
(art. 1895)

### Mandatory lease forms and the particulars of a notice to a new lessee

#### — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation integrates the legislative changes that have occurred in the past years and takes into account the implementation of the Act mainly to regulate building inspections and divided co-ownership, to replace the name and improve the rules of operation of the Régie du logement and to amend the Act respecting the Société d'habitation du Québec and various legislative provisions concerning municipal affairs (2019, chapter 28).

In particular, the changes

— provide that, where no rent was paid during the 12 months preceding the beginning of the new lease, the notice to the new lessee must indicate, in addition to what is provided for in article 1896 of the Civil Code, the differences between the new lease and the previous lease with respect to the leased property, its accessories and dependencies, services offered, including services of a personal nature provided to the lessee, and the other conditions set out in those leases;

— inform the public of their rights and obligations concerning the conditions related to the repossession of a dwelling or the eviction of a lessee if the lessee or the lessee's spouse, at the time of repossession or eviction, is 70 years of age or over, has occupied the dwelling for at least 10 years and has income equal to or less than the maximum threshold qualifying the lessee or spouse for a dwelling in low-rental housing according to the By-law respecting the allocation of dwellings in low rental housing (chapter S-8, r. 1);

— inform the public of the protection provided by the Charter of human rights and freedoms (chapter C-12) with regard to all discrimination based on gender identity or expression;

— provide for other useful conditions that may be part of the lease and would enable a lessor and a lessee to agree on their rights and obligations within the framework of their contractual relationship;

— improve the form and content of the mandatory lease forms prescribed by regulation in order to make their use more convenient.

Further information on the draft Regulation may be obtained by contacting Marie-Josée Persico by email at [formulaire@tal.gouv.qc.ca](mailto:formulaire@tal.gouv.qc.ca) or by regular mail at the following address: Tribunal administratif du logement, Village Olympique, Pyramide Ouest (D), Rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) HIT 3X1; telephone: 514 873-6575; fax: 514 864-3025.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Marie-Josée Persico by email at [formulaire@tal.gouv.qc.ca](mailto:formulaire@tal.gouv.qc.ca) or by regular mail at the following address: Tribunal administratif du logement, Village Olympique, Pyramide Ouest (D), Rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) HIT 3X1.

ANDRÉE LAFOREST

*Minister of Municipal Affairs and Housing*

## Regulation to amend the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee

Act respecting the Administrative Housing Tribunal  
(chapter T-15.01, s. 108, 1st par., subpar. 5)

Civil Code of Québec  
(art. 1895, 1st par., and art. 1896, 1st par.)

**1.** Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (chapter T-15.01, r. 3) is amended in section 1 by replacing paragraphs 4 and 5 by the following:

“(4) in Schedule 4, in the case of a dwelling not referred to in the preceding paragraphs and rented out by a cooperative operating a private seniors' residence;

“(5) in Schedule 5, in the case of a dwelling rented out by the operator of a private seniors' residence, other than a cooperative;

“(6) in Schedule 8, in the case of a dwelling rented out by a cooperative other than the cooperative referred in paragraph 4

“(7) in Schedule 9, in the case of any other dwelling.”.

**2.** Section 2 is amended

(1) by inserting “, except if the lessor is the operator of a private seniors’ residence,” after “the lessor” in the first paragraph;

(2) by inserting the following after the first paragraph:

“Where the lessor is the operator of a private seniors’ residence, the content of the mandatory form in Schedule 6 is included in the content of the mandatory forms in Schedules 4 and 5.”.

**3.** Section 4 is replaced by the following:

“4. In addition to what is provided for in article 1896 of the Civil Code, the notice to a new lessee must indicate the differences between the new lease and the previous lease with respect to the leased property, its accessories and dependencies, services offered, including services of a personal nature provided to the lessee, and the other conditions set out in those leases.”.

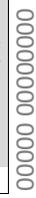
**4.** Schedules 1 to 7 are replaced by Schedules 1 to 9 attached to this Regulation.

**5.** This Regulation comes into force on *(insert the date occurring 8 months after the date of publication of this Regulation in the Gazette officielle du Québec)*.

**SCHEDULE 1**  
**LEASE**  
**in an Educational Institution**



<b>D RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.)																																					
The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week	Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.  <b>The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).</b>  Payment of the rent for the first payment period : At the time of entering into the lease, the educational institution may require advance payment of the rent for only the <b>first payment period</b> (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 of the <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed.  Method of payment : The educational institution <b>may not require</b> payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.  Proof of payment : The student is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).																																				
<b>DATE OF PAYMENT</b> ■ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____ <span style="margin-left: 100px;">Day</span> <span style="margin-left: 50px;">Month</span> <span style="margin-left: 50px;">Year</span>																																					
■ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ <small style="margin-left: 20px;">Specify</small>																																					
<b>METHOD OF PAYMENT</b> The rent is payable in accordance with the following method of payment : <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____ The student agrees to give the educational institution postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="margin-left: 20px;"><small>Initials of student</small></span>																																					
<b>PLACE OF PAYMENT</b> The rent is payable at _____ <small style="margin-left: 100px;">Place of payment (specify if the payment is made by mail, if applicable)</small>																																					
<b>E SERVICES AND CONDITIONS</b>																																					
<b>BY-LAWS OF THE IMMOVABLE</b> A copy of the by-laws of the immovable was given to the student <b>before</b> entering into the lease. Given on _____ <span style="margin-left: 100px;">Day</span> <span style="margin-left: 50px;">Month</span> <span style="margin-left: 50px;">Year</span> <span style="margin-left: 50px;"><small>Initials of student</small></span> <span style="margin-left: 50px;"><small>Initials of lessee</small></span>																																					
<b>JANITORIAL SERVICES</b> _____ <small>Specify</small> The contact information for the janitor or the person to contact in necessary is as follows :  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding-bottom: 2px;">Name</td> <td style="width: 50%; border-bottom: 1px solid black; padding-bottom: 2px;">Telephone No.</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding-bottom: 2px;">Email address</td> <td style="border-bottom: 1px solid black; padding-bottom: 2px;">Other telephone No. (cell phone)</td> </tr> </table>		Name	Telephone No.	Email address	Other telephone No. (cell phone)																																
Name	Telephone No.																																				
Email address	Other telephone No. (cell phone)																																				
<b>THE FOLLOWING SERVICES WILL BE BORNE BY :</b> <table style="width: 100%; border: none; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Educational institution</th> <th style="width: 10%; text-align: center;">Student</th> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Educational institution</th> <th style="width: 10%; text-align: center;">Student</th> </tr> </thead> <tbody> <tr> <td>Heating of room</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Laundry</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil</td> <td></td> <td></td> <td>Wired Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Electricity (other than for heating)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Wireless Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water (use fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Telephone</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Snow and ice removal</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Educational institution	Student		Educational institution	Student	Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Electricity (other than for heating)	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Hot water (use fees)	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>			
	Educational institution	Student		Educational institution	Student																																
Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>																																
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>																																
Electricity (other than for heating)	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>																																
Hot water (use fees)	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>																																
Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>																																			
<b>CONDITION</b> The student is allowed to <b>smoke</b> . <span style="margin-left: 20px;">Yes <input type="checkbox"/></span> <span style="margin-left: 20px;">No <input type="checkbox"/></span> <small style="margin-left: 100px;">Specify</small>																																					
<b>OTHER CONDITIONS</b> _____ _____																																					
<b>F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED</b> (art. 1955 C.C.Q.)																																					
<b>The educational institution and the student 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 :</b> <input type="checkbox"/> The room is located in an immovable erected five years ago or less. The immovable became ready for habitation on _____ <span style="margin-left: 100px;">Day</span> <span style="margin-left: 50px;">Month</span> <span style="margin-left: 50px;">Year</span> <b>OR</b> <input type="checkbox"/> The room 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 _____ <span style="margin-left: 100px;">Day</span> <span style="margin-left: 50px;">Month</span> <span style="margin-left: 50px;">Year</span>																																					
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 student who refuses a modification in his of her lease requested by the educational institution, such as an increase in rent, <b>must vacate</b> the room upon termination of the lease (particulars Nos. 42 and 44).  If <b>neither of the two boxes opposite is checked off</b> and if the student refuses a modification in his or her lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The education institution may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).																																					



<b>G</b>	<b>NOTICE TO A NEW STUDENT</b> (arts. 1896 and 1950 C.C.Q.)
<p><b>Mandatory notice to be given by the educational institution at the time the lease is entered into, except when one of the two boxes in section F is checked off.</b></p> <p>Please select the situation that applies:</p> <p><input type="checkbox"/> (1) I am notifying you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p style="text-align: center;"><b>OR</b></p> <p><input type="checkbox"/> (2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on _____ in the amount of \$ _____.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p><b>Regardless of which situation applies, please indicate if:</b></p> <p>The leased property, the services offered by the education institution and the terms of your lease are the same.</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the following changes have been made (e.g. addition or removal of a service) :</p> <p>_____</p> <p>_____</p>	
<p style="text-align: center;">                 _____ Day    _____ Month    _____ Year                      _____ Day    _____ Month    _____ Year                  Signature of the educational institution's mandatory                      Signature of student (or his or her mandatory)             </p>	
<b>H</b>	<b>SIGNATURES</b>
<p style="text-align: center;">                 _____ Day    _____ Month    _____ Year                      _____ Day    _____ Month    _____ Year                  Signature of the educational institution's mandatory                      Signature of student (or his or her mandatory)             </p> <p><b>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. surety).</b></p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day    _____ Month    _____ Year</p>	
<p><b>The educational institution must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).</b></p>	

**PARTICULARS**

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 educational institution-lessors and student-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 leases in an educational institution contained in articles 1979 to 1983.

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 room, whether or not they are included in the lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant. Nor can it 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 student in such a manner as to limit the student's right to peaceable enjoyment of the premises or to induce him or her to leave the room. 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, resiliation 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, gender identity or expression, 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

If situation (1) applies and if the new student pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the educational institution did not give such notice at the time of the lease was entered into, the new student 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 student may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

**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 educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

**Clauses of the lease**

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.



The legal rules contained in particulars Nos. 18, 19, 47 and 48 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 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect.

For instance, no one may waive his or her right to maintain occupancy in the lease (arts. 1936, 1979 and 1983 C.C.Q.).

Also, no one may 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 educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The student may apply to the Tribunal administratif 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. The student has a **personal right to maintain occupancy in his or her room** (art. 1936 C.C.Q.).

The student may be evicted from his or her room only in certain cases provided for by law, including:

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

6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

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

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).

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

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

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

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

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

12. Pursuant to article 1974.1 of the *Civil Code of Québec*, a student may also resiliate his or her lease

if the student's safety is threatened because of the **violent behaviour** of a spouse or former spouse or because of a **sexual aggression**, even by a third party.

#### New lessor

13. The new lessor is bound to respect the lease of the student.

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

#### Non-payment of rent

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

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

#### DELIVERY OF ROOM AT THE BEGINNING OF THE LEASE

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair in all respects. However, the educational institution and the student 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 educational institution may not release itself from the obligation to deliver the room, 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.).

17. An educational institution may not offer a room 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 student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

#### ENJOYMENT OF PREMISES

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

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

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

22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts. 1856 C.C.Q.).

#### MAINTENANCE AND REPAIRS

##### Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

24. The student shall keep the premises in clean condition. Where the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.).

25. A student who becomes aware of a serious defect or deterioration of the leased premises shall

inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

26. 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.).

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

#### Urgent and necessary repairs

28. The student 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 room temporarily.

In the case of urgent repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization from the Tribunal administratif du logement (art. 1865 C.C.Q.).

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

The educational institution may intervene at any time to pursue the work.

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

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

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 student.

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

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

However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student 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 PREMISES**

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

- the student shall facilitate access to the room and shall not refuse access without justification;
- the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

32. The educational institution may have access to the room during the lease:

- to ascertain the condition of the room between 9 a.m. and 9 p.m.;
- to show the room 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 educational institution shall notify the student 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.).

33. A student who has not given a notice of renewal of his or her lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.).

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

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may file an application with the Tribunal administratif du logement to obtain an order for access.

Abuse of the right of access by the educational institution or unjustified denial of access by the student 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).

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

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

**NOTICES**

38. Every notice relating to the lease, given by the educational institution (e.g. notice of modification of the conditions of the lease) or by the student

(e.g. notice of renewal of 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 educational institution for the purpose of having access to the room may be given orally.

39. 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 recipient is not prejudiced by the non-compliance with these requirements.

**RENEWAL AND MODIFICATION OF LEASE****Renewal of lease**

40. The lease for a room in an educational institution is not renewed of right, unlike leases for other kinds of dwellings.

41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease that he or she intends to renew it.

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

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

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

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

- in the case of a room:
  - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling:
  - between three and six months before the lease expires if its term is 12 months or more;
  - between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, indicate to the student:

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, expressed 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 to be determined by the Tribunal administratif du logement;
- the time granted to the student 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 (arts. 1945 and 1980 C.C.Q.)**

44. A student who receives a notice of modification of the lease has **one month after receiving it to reply** and notify the educational institution that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s).

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

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Tribunal administratif du logement may be requested to set the conditions of renewal.

**Exception :** Where one of the two boxes in Section F is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

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

45. The educational institution has one month, after receiving the reply of a student 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. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

**ASSIGNMENT AND SUBLEASING**

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

**SURRENDER OF ROOM UPON TERMINATION OF THE LEASE**

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

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

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

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

**SCHEDULE 2**  
**LEASE**  
**for a Dwelling in Low-Rental Housing**

**Tribunal administratif  
du logement**



www.ta1.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*  
\*An automated information service is available around the clock.

# LEASE

for a Dwelling  
in Low-Rental Housing

**TRIBUNAL ADMINISTRATIF 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 \_\_\_\_\_

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

**THE LESSEE**

**THE LESSEE**

Name \_\_\_\_\_

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

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

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

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

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

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 THE LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)**

Address

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

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 the 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 of 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.).





## PARTICULARS

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 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 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, resiliation 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, gender identity or expression, 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 Tribunal administratif 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 resiliation 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 resiliation may be contested by applying to the Tribunal administratif du logement within a period of one month after the notice is received. Otherwise, the lessee is deemed to have agreed to the resiliation (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 Tribunal administratif du logement for the resiliation 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 Tribunal administratif 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 resiliation 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. 1936 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.).

## RENT

### 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 Tribunal administratif 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 Tribunal administratif 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 reestablishment of the rent by applying to the Tribunal administratif 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.).

## LIABILITY OF SPOUSES AND CO-LESSEES

### 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.).

## ENJOYMENT OF PREMISES

**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.).

## MAINTENANCE OF DWELLING AND REPAIRS

### 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, 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.).

**30.** 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.)

**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 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

**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 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).

**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.).

## 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 resiliation 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. 1895 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 recipient is not prejudiced by the non-compliance with these requirements.

## 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 Tribunal administratif 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 Tribunal administratif 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.).

## RESILIATION OF LEASE BY THE LESSEE

48. The lessee of a dwelling in low-rental housing may resiliate 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 resiliate 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 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 released 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 released 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.

## 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.).

## 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 Tribunal administratif 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 Tribunal administratif 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.

## 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.).

**SCHEDULE 3**  
**LEASE**  
**of Land Intended for the Installation of**  
**a Mobile Home**



# LEASE

of Land Intended for  
the Installation of a  
Mobile Home

www.tal.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*

\*An automated information service is available around the clock.

TRIBUNAL ADMINISTRATIF 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 \_\_\_\_\_

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

THE LESSEE

THE LESSEE

Name _____	Name _____
No. Street Apt. _____	No. Street Apt. _____
Municipality Postal code _____	Municipality Postal code _____
Telephone No. Other telephone No. (cell phone) _____	Telephone No. Other telephone No. (cell phone) _____
Email address _____	Email address _____
Where applicable, represented by : _____	Where applicable, represented by : _____

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 land.

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

Address \_\_\_\_\_

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

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

Site No. Size of the land \_\_\_\_\_

The land is leased for residential purposes only.  Yes  No

If the "No" box is checked off, the land is leased for the combined purposes of housing and \_\_\_\_\_, but no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).  
Specify (e.g. professional activities, commercial activities)

Outdoor parking Number of places \_\_\_\_\_ Parking space(s) \_\_\_\_\_

Other accessories and dependencies

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

FIXED TERM LEASE

The term of the lease is \_\_\_\_\_.

Specify number of weeks, months or years

From \_\_\_\_\_ to \_\_\_\_\_

Day Month Year Day Month Year

INDETERMINATE TERM LEASE

The term of the lease is indeterminate,

beginning on \_\_\_\_\_

Day Month Year

Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51).  
However, they may terminate the lease by mutual consent.



<b>D</b>	<b>RENT</b> (art. 1855, 1903 and 1904 C.C.Q.)	
The rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week		Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.  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.).  <b>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</b>  Payment of the 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 <b>first payment period</b> (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 of the <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed.  Method of payment : The lessor <b>may not require</b> 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.).
<b>DATE OF PAYMENT</b> ■ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____. <small style="margin-left: 100px;">Day      Month      Year</small>		
■ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____. <small style="margin-left: 10px;">Specify</small>		
<b>METHOD OF PAYMENT</b> The rent is payable in accordance with the following method of payment : <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____ The student agrees to give the educational institution postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ <small style="margin-left: 100px;">Initials of student</small>		
<b>PLACE OF PAYMENT</b> The rent is payable at _____. <small style="margin-left: 100px;">Place of payment (specify if the payment is made by mail, if applicable)</small>		
<b>E</b>	<b>SERVICES AND CONDITIONS</b>	
<b>BY-LAWS OF THE IMMOVABLE</b> A copy of the by-laws of the immovable was given to the lessee <b>before</b> entering into the lease. Given on _____ <small style="margin-left: 100px;">Day      Month      Year</small> <small style="margin-left: 20px;">Initials of student</small> <small style="margin-left: 20px;">Initials of lessee</small>		By-laws of the mobile home park : The rules to be observed in the mobile home park are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the land and the common premises.  <b>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</b> (art. 1894 C.C.Q.).  <div style="border: 1px solid black; padding: 2px; width: fit-content;"> <b>The by-laws may not contradict the lease or violate the law.</b> </div> Work and repair : On the date fixed for the delivery of the land, the lessor must deliver it in a good state of repair in all aspects. 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.).  <b>However, the lessor may not release himself of herself from the obligation to deliver the land, its accessories and dependencies in clean condition and to deliver and maintain the land in accordance with the development standards prescribed by law (arts. 1892, 1893, 1910, 1911 at 1996 C.C.Q.).</b>  Assessment of the condition of premises : In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).
<b>WORK AND REPAIRS</b> The work and repairs to be done by the lessor and the timetable for performing them are as follows : ■ <b>Before the delivery of the land</b> _____ _____ _____ ■ <b>During the lease</b> _____ _____ _____		
<b>SERVICES AND CONDITIONS</b> The lessee is allowed to <b>smoke</b> . <input type="checkbox"/> Yes <input type="checkbox"/> No _____ <small style="margin-left: 100px;">Specify</small> The lessee has the right to keep <b>one or more animals</b> . <input type="checkbox"/> Yes <input type="checkbox"/> No _____ <small style="margin-left: 10px;">Specify</small> Other (e.g. water and sewer services, snow and ice removal) _____ _____		
The contact information for the supervisor of the mobile home park or the person to contact if necessary is as follows :  Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____		
<b>F</b>	<b>RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED</b> (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 : <input type="checkbox"/> The land was developed for residential purposes five years ago or less, i.e. on _____. <small style="margin-left: 100px;">Day      Month      Year</small>		If <b>one of the two boxes opposite is checked off</b> 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 rent, <b>must vacate</b> the land upon termination of the lease (particulars Nos. 39 and 41).  If <b>neither of the two boxes opposite is checked off</b> and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to lease the land, 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. 41 and 42).
OR <input type="checkbox"/> The use of the land for residential purposes results from a change of destination that was made five years ago or less. Date of change of destination _____. <small style="margin-left: 100px;">Day      Month      Year</small>		
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).		

0000000000

**G 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 F is checked off.**  
Please select the situation that applies:

(1) I am notifying you that the lowest rent paid for your land in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ \_\_\_\_\_.

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

**OR**

(2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

Day    Month    Year

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

**Regardless of which situation applies, please indicate if:**

The leased property, the services offered 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 a pool):

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**H SIGNATURES**

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

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

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

The lessees undertake to be solidarily liable for the lease (**particulars Nos. 11 and 12**).     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 lessor, another lessee, surety).  
(Particular No. 12)

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.).

**I 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 land 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 land covered by the lease will be used as the family residence.

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

## PARTICULARS

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

## GENERAL INFORMATION

These particulars describe most of the rights and obligations of educational institution-lessors and student-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 leases in an educational institution contained in articles 1979 to 1983.

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 land, whether or not they are included in the lease of the land or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the land 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 peaceful enjoyment of the premises or to induce him or her to leave his or her land. 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, resiliation 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, gender identity or expression, 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.

## ENTERING INTO THE LEASE

**Language of the lease and of the by-laws of the mobile home park**

1. The lease and the by-laws of the mobile home park 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 the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 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 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1996 to 2000 of the Code are without effect.

For instance, no one may, in the lease:

- waive his or her right to maintain occupancy (art. 1936 C.C.Q.);
- waive his or her right to sublease the land 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 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 land warrants it (art. 1900 C.C.Q.);
  - a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
  - a clause 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 clause whereby the lessee acknowledges that the land conforms to the development standards prescribed by law (art. 1996 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 Tribunal administratif 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. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a personal right to maintain occupancy on his or her land (art. 1936 C.C.Q.).

The lessee may be evicted from his or her land only in certain cases provided for by law, including the repossession of the land, eviction and the resiliation 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 land for more than 12 months and where the lessee lived alone and has died (art. 1944 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 to be new lessees (art. 1951 C.C.Q.).

**New lessor**

7. The new lessor of a mobile home park 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 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**

9. 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 land 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 resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the land is re-leased by the lessor during that same period (arts. 1938 and 1939 C.C.Q.).

**Non-payment of rent**

10. 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**

11. A married or civil union spouse who rents land 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**

12. 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.).

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

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

14. 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.).

15. The lessee may not, without the consent of the lessor, use or keep on the land 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.).

16. The occupants of the land 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 or she allows to use or to have access to the land 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 lessor and the lessee may not change the form or destination of the land (art. 1856 C.C.Q.).

## MAINTENANCE OF LAND AND REPAIRS

**Obligation of maintenance**

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

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

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

22. The statutes and regulations respecting the safety, maintenance or standards of habitability and sanitation of a mobile home park shall be considered as obligations under the lease (arts. 1912 and 1996 C.C.Q.).

**Land unfit for habitation**

23. A lessor may not offer land 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 land. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

24. The lessee may abandon the land if it becomes unfit for habitation. In such case, he or she shall

inform the lessor of the condition of the land 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 or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the land 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.).

26. 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.)

27. The lessor shall give notice to the lessee before undertaking on the land major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the land 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 land.

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 land 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 land 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 land 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 LAND

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

- the lessee shall facilitate access to the land 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.).

29. The lessor may have access to the land during the lease:

- to ascertain the condition of the land between 9 a.m. and 9 p.m.;
- to show the land 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.).

30. A lessee who gives notice to the lessor of his or her intention to vacate the land shall, from that time, allow the lessor to show the land 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.

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

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

Where the lessee denies access to the land 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).

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

34. 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 mobile home park or the land for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

#### NOTICES

35. 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 land may be given orally.

36. 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

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 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

38. A lessee who wishes to vacate the land 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

39. 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.).

40. 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.)

41. 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 land (see "Exception" below); or
- will vacate the land 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 on the land because the lease is renewed. In case of refusal, see particular No. 42.

**Exception:** Where one of the two boxes in Section F is checked off, the lessee who refuses the requested modification(s) shall vacate the land 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.gov.qc.ca](http://www.tal.gov.qc.ca)).

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

42. 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

43. 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

44. Where a lease with a term of more than 12 months contains a clause providing 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 LAND AND EVICTION (arts. 1957 to 1970 C.C.Q.)

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

If the mobile home park belongs to more than one person, the land 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 the land.

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.

A lessor may not repossess the land of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the land if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the land to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside on the same land as him or her.

To repossess the land, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the land 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 content of article 1959.1 C.C.Q.

The lessor may evict the lessee to divide the land, 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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The lessor may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

A lessee who objects to the repossession of the land 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**

46. 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 land 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 land binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

47. The lessee is entitled to assign the lease or to sublease the land. He or she shall, however, except in the circumstances described in particular No. 57, obtain the lessor's consent. The lessor may not, however, refuse to give his or her consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

48. Subject to particular No. 57, the lessee shall give the lessor notice of his or her intention to assign the lease or to sublease the land. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the land (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.).

49. 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.).

50. 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 land 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**

51. 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 his or her land 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 land, 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 land, 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.

**SURRENDER OF LAND UPON TERMINATION OF THE LEASE**

52. The lessee shall vacate the land upon termination of the lease; no grace period is provided for by law.

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

53. Upon termination of the lease, the lessee shall surrender the land 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 land may be established by the description made or the photographs taken by the parties; otherwise, the lessee is presumed to have received the land in good condition (art. 1890 C.C.Q.).

54. 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 land, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the land to the condition in which he or she received it.

Where the land 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.).

**MOBILE HOME SITUATED ON LAND**

55. The lessor of the land may not:

- require that he or she, the lessor, remove the mobile home of the lessee;
- limit the right of the lessee to replace his or her mobile home by another mobile home of his or her choice;
- limit the right of the lessee to alienate or lease his or her mobile home;
- require that he or she, the lessor, act as the mandatory or that he or she select the person to act as the mandatory of the lessee for the alienation or lease of the mobile home;
- require any amount of money from the lessee by reason of the alienation or lease of the mobile home, unless he or she acts as the mandatory of the lessee (arts. 1997 to 1999 C.C.Q.).

56. A lessee of the land who alienates his or her mobile home shall notify the lessor of the land immediately (art. 1998 C.C.Q.).

57. The acquirer of a mobile home becomes the lessee of the land unless he or she notifies the lessor of his or her intention to leave the land within one month after the acquisition (art. 2000 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 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	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	

**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 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.	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	If the lessee fails to reply, he or she is deemed to have accepted the modification.	
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	See particular No. 41 : Exception	

## STEPS FOR REPOSSESSING THE LAND 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 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. If the lessee fails to reply, he or she is deemed to have refused to vacate the land.	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 LAND AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1 : Application to the Tribunal administratif du logement	Step 2 : Application to the Tribunal administratif du logement by lessee
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the lessor's notice. If the lessee does not object, he or she is deemed to have agreed to vacate the land.
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	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 land and that he or she is permitted to do so by law.

END OF MANDATORY PARTICULARS

MODEL OF NOTICE

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with articles 1942 and 1943 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessee name \_\_\_\_\_  
 Lessee name \_\_\_\_\_  
 Address of leased land \_\_\_\_\_

Upon renewal of your lease, I intend to modify the following condition(s) :

**Amount of rent** (check off ONE of the boxes below)

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Enter the new rent)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Enter the amount of increase)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_%. (Enter the percentage increase)
- OR
- Your rent under the lease ending on \_\_\_\_\_, currently the subject of an application to review or fix the rent, will be increased by \_\_\_\_\_% of the rent to be determined by the Tribunal.

**Term of lease**

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

**Other modification(s)** (state the proposed modifications, e.g. : garage, heating)

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

**To the lessee : IF YOU REFUSE** the modification(s) or **YOU ARE MOVING** at the end of the lease, **YOU MUST RESPOND** to this notice **ONE MONTH** of its receipt. Otherwise, the lease will be renewed under the new conditions.  
 A response template provided by the Tribunal administratif du logement is available on the Tribunal's website ([www.tal.gouv.qc.ca/en](http://www.tal.gouv.qc.ca/en)) , from your local Tribunal office or by mail.

Lessor or mandatory name \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Lessor or mandatory signature \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

Confirmation of receipt, if the lessee is served the notice in person

I confirm that I received this notice on :

\_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 \_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

RESPONSE TO A NOTICE MODEL

**LESSEE'S RESPONSE TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with article 1945 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessor name \_\_\_\_\_  
 Lessor name \_\_\_\_\_  
 Address of leased land \_\_\_\_\_

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off ONE of the boxes below) :

- I accept the renewal of the lease with the modifications.
- I refuse the proposed modifications and am renewing the lease.
- I am not renewing my lease and I will vacate the land at the end of the lease.

If the lease mentions that the land was developed for residential purposes 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 F of your lease) (arts. 1945 and 1955 C.C.Q.).

\_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 \_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

Confirmation of receipt, if the lessor is served the notice in person

I confirm that I received this notice on :

\_\_\_\_\_  
Year Month Day Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_  
 \_\_\_\_\_  
Year Month Day Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_

**SCHEDULE 4**  
**LEASE of a dwelling in a private seniors'**  
**residence (COOPERATIVE)**



**By-laws of the immovable**

The by-laws of the immovable are part of the lease if a copy is given to the lessee **before** entering into the lease. The by-laws of the immovable may not contradict the lease or violate the law.

A copy of the by-laws of the immovable was given to the lessee on 

Jour	Mois	Année

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

**List of personal services offered**

Before entering into the lease, the cooperative must give the lessee a list indicating all of the services offered and their respective cost. The cooperative undertakes to maintain, throughout the term of the lease, all of the services that were offered at the time the parties entered into the lease.

The list indicating all of the services offered by the cooperative and their cost was given to the lessee on

Jour	Mois	Année

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

**Conditions of accommodation of persons with disabilities**

Before entering into the lease, the cooperative must give the lessee a document indicating the cooperative's limits regarding its possibility of accommodating persons with certain disabilities. The cooperative undertakes to maintain, throughout the term of the lease, the possibility of accommodating persons who do not exhibit these disabilities at the time they enter into the lease.

The document indicating the cooperative's limits regarding its possibility of accommodating persons with certain disabilities was given to the lessee on

Jour	Mois	Année

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

**Janitor**

The contact information for the janitor or the person to contact if necessary is as follows:

\_\_\_\_\_  
Name    Telephone    Email address

**Other conditions or restrictions**

The lessee has:

- a right of access to the land. ....  Yes  No
- a right to keep one or more animals. ....  Yes  No
- the right to smoke in the dwelling .....  Yes  No
  - Specify: \_\_\_\_\_
- access to a bathroom .....  Private  Common
- Other (examples: antenna, barbecue, air conditioner, clothesline): \_\_\_\_\_

**Parking and storage included with the dwelling**

- Outdoor parking/Number of spaces/Location: \_\_\_\_\_
- Indoor parking/Number of spaces/Location: \_\_\_\_\_
- Shed or storage space/Specify: \_\_\_\_\_

**Appliances included with the dwelling**

- Stove
- Microwave oven
- Refrigerator
- Dishwasher
- Washer
- Dryer

**Furniture**

- Table(s)
- Chair(s)
- Bed(s)
- Bedding
- Chest(s) of drawers
- Couch(es)
- Armchair(s)
- Television(s)
- Other: \_\_\_\_\_



**3 Services related to the dwelling**

The costs of the following services will be borne by:

	the cooperative	the lessee
Heating		
___ Electricity ___ Gas ___ Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning		
___ Central system ___ Individual control	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Gas (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Hot water	<input type="checkbox"/>	<input type="checkbox"/>
<b>Telecommunications services</b>		
Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Cable TV _____	<input type="checkbox"/>	<input type="checkbox"/>
Internet _____	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Maintenance</b>		
Snow removal	<input type="checkbox"/>	<input type="checkbox"/>
___ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
___ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
___ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
___ Stairs	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

The following services, accessories and appurtenances are included in the lease

<p><b>GRAB BARS AND HANDRAILS</b></p> <p>Bathroom <input type="checkbox"/></p> <p>Corridors (common areas) <input type="checkbox"/></p> <p><b>HELP ALERT SYSTEM (MANDATORY)</b></p> <p>Stationary <input type="checkbox"/></p> <p>Mobile <input type="checkbox"/></p> <p><b>WHEELCHAIR OR ELECTRIC WHEELCHAIR</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>OTHER MOTORIZED MOBILITY ASSISTANCE (FOUR-WHEEL SCOOTER)</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>FURNITURE AND APPLIANCES (that the LESSEE cannot BRING)</b></p> <p>Specify: _____</p>	<p><b>BALCONY</b></p> <p>Private <input type="checkbox"/></p> <p>Common <input type="checkbox"/></p> <p><b>LOCKED STORAGE SPACE</b></p> <p>Location: _____ <input type="checkbox"/></p> <p><b>LAUNDRY ROOM</b></p> <p>Common laundry room <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>ELEVATOR</b> <input type="checkbox"/></p> <p><b>ACCESS TO RECREATIONAL ACTIVITIES</b> <input type="checkbox"/> <b>FACILITATOR</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>COMMON AREAS AVAILABLE INDOORS</b> <input type="checkbox"/></p> <p><b>COMMON AREAS AVAILABLE OUTDOORS</b> <input type="checkbox"/></p> <p><b>AVAILABILITY OF AN ACTIVITY (RECREATION) ROOM</b> <input type="checkbox"/></p> <p><b>DINING ROOM ACCESSIBLE TO VISITORS</b> <input type="checkbox"/></p> <p><b>MEDICAL SERVICES</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>SECURITY</b> <input type="checkbox"/></p> <p>Schedule: _____</p> <p>Qualified person <input type="checkbox"/></p> <p>Nurse <input type="checkbox"/></p> <p>Licensed practical nurse <input type="checkbox"/></p> <p>Attendant <input type="checkbox"/></p> <p>Guard <input type="checkbox"/></p> <p>Receptionist <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p><b>TRANSPORTATION</b> <input type="checkbox"/></p> <p>Shuttle service <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>OTHER:</b> _____</p> <p>Specify: _____</p>
--	--

It is mandatory to complete the Schedule of services of a personal nature to be provided to the lessee on page 7.

During the term of the lease, the cooperative must offer and maintain the above-mentioned services and those provided for in the Schedule of services of a personal nature to be provided to the lessee, (article 1895.1 C.C.Q.).



**4 Term of lease**

**Fixed term lease**

The term of the lease is (Specify number of weeks, months or years)

From \_\_\_\_\_ to \_\_\_\_\_

**Indeterminate term lease**

Beginning on 

Jour	Mois	Année

Neither the cooperative nor the lessee may terminate the lease unilaterally, except in the cases provided for by law. However, they may terminate the lease by mutual consent.

Pursuant to the law, a lessee may resiliate his or her lease if, 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, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

The resiliation takes effect two months after a notice is sent to the cooperative 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 (e.g. operator of the private seniors' residence), to which is attached a certificate from an authorized person (e.g. healthcare professional) stating that the conditions requiring admission to the facility have been met.

The lessee is only required to pay that part of the rent that relates to services of a personal nature provided to the lessee before he or she vacated the dwelling, whether or not such services were provided by the cooperative under a contract separate from the lease.

**5 Rent payable**

**The total rent payable is calculated by adding the amount of the rent to the amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee (article 1895.1 C.C.Q.).**

<b>Amount of rent</b>	+	<b>Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee</b>	=	<b>Total rent</b>	
\$ _____		\$ _____		\$ _____	<input type="checkbox"/> per month
					<input type="checkbox"/> per week

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

**When to pay the rent**

The cooperative must receive your **payments** on the 1<sup>st</sup> day of the month.  
Or on (specify) \_\_\_\_\_

The cooperative may require advance payment for the rent for only the first payment period. The advance payment may not exceed one month's rent.

**The first rent** is paid in advance:  Yes  No

If "Yes" is checked off, the payment date of the first rent is fixed at 

Jour	Mois	Année

The lessee benefits from a rent subsidy program.  Yes  No

**How to pay the rent**

The cooperative may not **require** payment by means of a postdated cheque or any other a preauthorized payment for payment of the rent. If the lessee accepts this method of payment, he or she authorizes the cooperative to deduct only the payment of the rent.

The lessee accepts to provide postdated payment items for the term of the lease.  Yes  No

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



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

- |   |  |
|---|--|
| <input type="checkbox"/> Cash   | <input type="checkbox"/> Credit card               |
| <input type="checkbox"/> Cheques  | <input type="checkbox"/> Postal money orders       |
| <input type="checkbox"/> Postdated cheques  | <input type="checkbox"/> Money order or bank draft |
| <input type="checkbox"/> Electronic bank transfer   | <input type="checkbox"/> Other (specify): _____    |
| <input type="checkbox"/> Preauthorized payment (authorization limited to payment of the rent) |  |

You are entitled to a receipt.

When the agreed method of payment provides for preauthorized payments, the authorization is valid only for payment of the rent and for no other reason.

#### 6 Renewal and modification of the conditions of the lease

The lessee is entitled to automatic renewal of his or her lease when it ends. However, at the time of this renewal, the cooperative may modify the conditions of the lease, for example, by increasing the rent. To do this, the cooperative must give the lessee a written notice within the periods provided by law, presented in the following table:

##### When must the cooperative inform you?

Lease of 12 months or more	Between 3 and 6 months before desired termination of the lease
Lease of less than 12 months	Between 1 and 2 months before desired termination of the lease
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease
Room only	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.

##### In its notice, the cooperative must indicate:

- All the modifications requested (for example: the new rent, the new term of the lease, etc.).
- The one-month period, commencing upon receipt of the notice, granted to the lessee to refuse the requested modifications.

##### Lessee's reply to the notice of modification of lease or rent increase

If the lessee fails to reply to the notice within the period provided, this is equivalent to accepting the modifications proposed by the cooperative. If the lessee refuses the proposed modifications, but informs the cooperative of his or her intention to remain in the dwelling, the cooperative then, within one month of receipt of the reply, may file an application for modification of the conditions of the lease and/or fixing of the rent at the Tribunal administratif du logement. If the cooperative fails to file such an application within the period provided, the lease is renewed on the previous conditions.

**Attention!** The lessee has the right to refuse the requested modification, while remaining in the dwelling, except in the following cases:

##### Restriction of the right to fixing of rent and modification of the lease

The lessee who refuses the requested modification of the lease and/or the rent increase proposed by the cooperative in its notice SHALL VACATE the dwelling upon termination of the lease if the dwelling is located in a cooperative that was erected or that changed its destination 5 years ago or less. To be applicable, this restriction must be indicated on the lease.

Is the dwelling located in an immovable that was erected that changed its destination five years ago or less?  Yes

If yes, indicate the date when this condition begins: \_\_\_\_\_  
Date

If the box is not checked off, the lessee may refuse a modification of the lease or a rent increase proposed by the cooperative without having to vacate his or her dwelling.

If the box is checked off, the lessee who refuses the modification of the lease proposed by the cooperative must vacate the dwelling upon termination of the lease. However, this does not prevent the Tribunal administratif du logement from ruling on any other application concerning the lease (e.g. nullity of a clause, decrease of rent, damages).

\_\_\_\_\_  
Initials of the lessee Date

Find all this information in the Code civil du Québec (C.C.Q.), articles 1941 to 1947 and 1955.

Tribunal administratif du logement

Reproduction prohibited

\_\_\_\_\_  
Initials of the  
Cooperative

\_\_\_\_\_  
Initials of the Lessee



**7 Notice to a new lessee**

**Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, EXCEPT WHEN THE DWELLING IS LOCATED IN AN IMMOVABLE THAT WAS ERRECTED OR THAT CHANGED ITS DESTINATION FIVE YEARS AGO OR LESS, OR THAT WAS LEASED BY A COOPERATIVE TO ONE OF ITS MEMBERS.**

Please choose the situation that applies:

- I am notifying you that the lowest rent paid for your dwelling in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was:

	Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee	+		=		Total rent	
Amount of rent							<input type="checkbox"/> per month
\$ _____	\$ _____					\$ _____	<input type="checkbox"/> per week

- If no rent has been paid in the 12 months prior to the beginning of the lease, the last rent was paid on \_\_\_\_\_ in the amount of:

\$ \_\_\_\_\_  per month  per week

Jour
Mois
Année

Regardless of which situation applies, please indicate if the leased property, the services offered by the cooperative 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 the cooperative's representative	Date
	<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span>
Jour Mois Année	
Signature of the lessee (or his or her mandatory)	Signature of the lessee (or his or her mandatory)
	Date
	<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span>
	Jour Mois Année

If **situation (1)** applies and 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 is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the new cooperative 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, except if he or she is a member of the cooperative, may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

**8 Signatures**

Signature of the cooperative's representative: \_\_\_\_\_

Jour Mois Année

Signature of the lessee (or his or her mandatory) \_\_\_\_\_

Jour Mois Année

Signature of the lessee (or his or her mandatory) \_\_\_\_\_

Jour Mois Année

**9 Notice of family residence**

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

**Notice to the cooperative**

I hereby declare that I am married to or in a civil union with \_\_\_\_\_

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

Jour Mois Année

Tribunal administratif du logement

Reproduction prohibited



_____	(see mandatory lease form)	\$ _____
	<b>TOTAL RENT</b>	\$ _____

**Signatures**

_____ Signature of the cooperative's officer (or representative)	Day   Month   Year	_____ Signature of the lessee ((or his or her mandatary)	Day   Month   Year
		_____ Signature of the lessee ((or his or her mandatary)	Day   Month   Year
_____ Other signatory (examples: witness or other)	Day   Month   Year	_____ Person to contact in case of emergency (name, address and telephone No.)	

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

Name: \_\_\_\_\_

Indicate in what capacity: \_\_\_\_\_

Address of signatory: \_\_\_\_\_

**ADDITION OF SERVICES DURING THE LEASE**

- Service to be added: _____	Specify: _____	Cost: \$ _____
- Service to be added: _____	Specify: _____	Cost: \$ _____
- Service to be added: _____	Specify: _____	Cost: \$ _____
- Service to be added: _____	Specify: _____	Cost: \$ _____

Signature of the cooperative's officer (or representative): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

**WITHDRAWAL OF SERVICES DURING THE LEASE**

- Service to be withdrawn: _____	Specify: _____	Cost: \$ _____
- Service to be withdrawn: _____	Specify: _____	Cost: \$ _____
- Service to be withdrawn: _____	Specify: _____	Cost: \$ _____
- Service to be withdrawn: _____	Specify: _____	Cost: \$ _____

Signature of the cooperative's officer (or representative): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_



## PARTICULARS

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 cooperatives 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.).

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.).

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 has exercised his or her rights under the chapter entitled "Lease" of the Civil Code of Québec or under the Act respecting the Administrative Housing Tribunal (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, resiliation 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, gender identity or expression, 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

The cooperative shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

## ENTERING INTO THE LEASE

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

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

## 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.

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 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 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without effect.

For instance, no one may, in 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 clauses are also without effect:

- a clause limiting the liability of the cooperative or releasing the cooperative 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 providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause 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 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 Tribunal administratif 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.).

4.1 Two or more lessees of the same cooperative may also address the Tribunal by means of a joint application when this application has the sole purpose of obtaining a reduction of rent based on the default of the cooperative to provide one or more of the same services included in their respective lease, or to obtain recognition of the nullity, for a reason of public order, of clauses that have substantially the same effect or that are stipulated in their respective lease (art. 57.0.1 to 57.0.4 of the Act respecting the Administrative Housing Tribunal).

## RIGHT TO MAINTAIN OCCUPANCY

5. 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 resiliation of the lease by the cooperative.

In addition, the cooperative 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.).

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

## New 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 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

9. 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 cooperative 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 cooperative.

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 cooperative two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the cooperative so agree or when the dwelling is re-leased by the cooperative 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.).

## Non-payment of rent

10. Non-payment of rent entitles the cooperative 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 cooperative 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 cooperative 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

11. 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 cooperative 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

12. 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.).

Reproduction prohibited

Tribunal administratif du logement



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.).

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

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

14. 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.).

15. The lessee may not, without the consent of the cooperative, 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 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 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.).

18. During the term of the lease, the cooperative 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

19. The cooperative 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. 2 C.C.Q.).

20. The lessee shall keep the dwelling in clean condition. Where the cooperative carries out work in the dwelling, it shall restore it to clean condition (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 cooperative 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.).

24. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she 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 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 cooperative may require the lessee to vacate the property temporarily, without notice and without Tribunal administratif du logement

authorization from the Tribunal administratif du logement (art. 1865 C.C.Q.).

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

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

The lessee shall render an account to the cooperative of the repairs undertaken and the expenses incurred and shall deliver the invoices to the cooperative. 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

(art. 1922 à 1929 C.C.Q.)

27. The cooperative 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 cooperative 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 cooperative 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

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 its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

29. The cooperative 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 cooperative shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1896, 1931 and 1932 C.C.Q.).

30. A lessee who gives notice to the cooperative of his or her intention to vacate the dwelling shall, from that time, allow the cooperative to show the dwelling to prospective lessees between 9 a.m. and 9 p.m., and allow the cooperative 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 a representative of the cooperative during a visit to a verification of the dwelling (art. 1932 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 file an application with the Tribunal administratif du logement to obtain an order for access.

Abuse of the right of access by the cooperative 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).

33. No lock or other device restricting access to a dwelling may be installed or replaced without the consent of the cooperative and the lessee (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

35. Every notice relating to the lease, given by the cooperative (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 cooperative for the purpose of having access to the dwelling may be given orally.

36. 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

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

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

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

##### Non-renewal of lease by the lessee

38. 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 cooperative or reply to the cooperative's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

Reproduction prohibited



**Modification of lease**

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

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

- the modification(s) requested;
- the new term of the lease, if the cooperative wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if the cooperative 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.)

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

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. 42.

**Exception:** The lessee who refuses the requested modifications shall vacate the dwelling upon termination of the lease if the dwelling is located in a cooperative that was erected or that changed its destination 5 years ago or less (art. 1955 C.C.Q.). To be applicable, this restriction must be indicated on the lease.

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

42. The cooperative 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 cooperative does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

**Agreement on modifications**

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 previous lease before the beginning of the renewal (art. 1895 C.C.Q.).

**Contestation of an adjustment of rent**

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the cooperative 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.).

Tribunal administratif du logement

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

45. 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.

A lessor may not repossess the dwelling of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the dwelling if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the dwelling to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside in the same dwelling as him or her.

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 content of article 1959.1 C.C.Q.

The cooperative 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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The cooperative may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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**

46. 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 to the cooperative (art. 1873 C.C.Q.).

A lessee who subleases all or part of his or her dwelling binds himself or herself to the sublessee,

but is not released from his or her obligations to the cooperative (art. 1870 C.C.Q.).

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

48. The lessee shall give the cooperative 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 cooperative refuses, it 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.).

49. 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.).

50. 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 cooperative (art. 1940 C.C.Q.).

**RESILIATION OF LEASE BY THE LESSEE**

51. 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 cooperative 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:

- 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 cooperative 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 cooperative 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

Reproduction prohibited



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**

52. 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.).

53. 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 ageing, 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.).

54. 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 cooperative 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 cooperative may retain them without compensation to the lessee (art. 1891 C.C.Q.).

#### **COOPERATIVE OPERATING A PRIVATE SENIORS' RESIDENCE**

55. A cooperative operating a private seniors' residence must obtain a certificate of compliance under the AHSS, which defines the term "private seniors' residence". Only the cooperative, having obtained a certificate or temporary certificate of compliance, may use this appellation.

To retain this certificate, the cooperative must comply with a set of health and social service criteria and operating standards. They are defined in the Regulation respecting the certification of private seniors' residence. In particular, they concern the rights of the lessees, the exchange of information between the cooperative and the lessees regarding their health and safety, medication and liability insurance.

56. The cooperative, more specifically, must ensure that the lessees and their close relations are treated with courtesy, fairness and understanding. To ensure the health and safety of the lessees, it must also ensure that the cooperative and the land on which it is located are maintained in good condition. The same applies to the appliances and equipment required for the delivery of the care and personal assistance services, which must be used safely and appropriately.

57. In order to favour the socialization of the lessees and prevent situations of isolation, the cooperative must offer them different activities, particularly organized, varied facilitation or entertainment activities adapted to their profile.

The cooperative must post visibly, in an accessible place, a calendar of the scheduled activities, for

consultation by the lessees and their close relations.

#### **Service intended for independent elderly persons**

58. A category 1 cooperative, with services addressing independent elderly persons, offers various services included in at least two of the following categories of services: meal services, security services, recreation services or domestic help services except, in the latter case, medication distribution;

59. A category 2 cooperative, with services addressing independent elderly persons, offers, in addition to domestic help services including as a minimum medication distribution, at least one service included in any of the following categories of services: meal services, security services or recreation services;

60. Moreover, a category 1 or 2 cooperative must give the person who wishes to reside there or his or her mandatory, as applicable, a document that must mention, in particular, that it offers no nursing or personal assistance service.

#### **Service intended for semi-independent elderly persons**

61. A category 3 cooperative, with services addressing semi-independent elderly persons, offers, in addition to at least one service in the category of personal assistance services, at least one service included in any of the following categories of services: meal services, security services, recreation services or domestic help services;

62. A category 4 cooperative, with services addressing semi-independent seniors, offers, in addition to and at least one service in the category of nursing care, at least one service included in any of the following categories of services: meal services, security services, recreation services, domestic help services or personal assistance services.

It should be noted that nursing care falls under the practice of a professional activity by a nurse or a licensed practical nurse, according to the empowering statute or regulation, or by any other person who is authorized for this purpose pursuant to a statute or regulation.

63. The same cooperative may offer services intended both for independent and semi-independent elderly persons. Some conditions apply.

#### **SERVICES OFFERED TO THE LESSEE BY THE COOPERATIVE**

64. A cooperative that offers services in addition to those indicated in the lease, including, must indicate them in the Schedule provided in the form in accordance with articles 1892.1 and 1895 of the Civil Code of Québec (C.C.Q.). This Schedule may also be required by Revenu Québec to grant a tax credit for home support.

65. The provisions concerning the rights and obligations of cooperatives and lessees, which are found in articles 1851 to 2000 C.C.Q., and certain provisions concerning persons living in a private seniors' residence, according to the Act respecting health services and social services (AHSS) and the Regulation respecting the certification of private seniors' residence, apply not only to the dwelling or the room leased, but also to the services (for example: meals, nursing care, laundry), accessories and appurtenances.

66. The cooperative may not, by a clause of the lease, limit 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 the lessee sees fit (art. 1900 C.C.Q.).

#### **PERSONAL SERVICES OFFERED TO THE LESSEE**

67. When the lease provides for services of a personal nature to be provided to the lessee, the cooperative must enter in the lease the portion of the rent pertaining to the cost of each of these services. The same applies to the nursing care services or personal assistance services necessitated by the lessee's state of health.

#### **COMPLIANCE WITH THE LEASE**

68. The cooperative, before entering into the lease, shall determine with the person who wishes to live there or his or her representative, as applicable, all of the services he or she wishes to obtain. During the term of the lease, the cooperative shall offer and maintain the services provided for in the lease and in its Schedule, or in a distinct contract, without an increase in the cost or a decrease in the quality of services. The cost of these services may be included in the rent or be payable according to another method provided for in the lease and its Schedule or in a distinct contract.

69. The cooperative must inform the lessees of their right to formulate a complaint directly concerning the services received or receivable from the cooperative, to the local Complaints and Quality Assurance Commissioner of the Integrated Health and Social Services Centre concerned.

The cooperative must make available, in a place accessible to the lessees and their visitors, the information concerning the exercise of this right and the information necessary for them to file a complaint.

#### **RESILIATION OR RELOCATION**

70. In certain cases and on the conditions provided for in the AHSS, the lease may be resiliated or the lessee may be relocated arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSS.



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

TABLE A	Lessee who has not received notice of modification of the lease	Lessee of a room who has not received notice of modification of the lease	Lessee (including lessee of a room) who has received 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 desired termination of the lease	1 month after receipt of the notice from the cooperative
Less 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 OF MODIFICATION OF THE LEASE AND NOTICE PERIODS (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1 Notice from the cooperative	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the cooperative
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	1 month after receipt of the notice of modification If the lessee does not reply, he or she is deemed to have accepted the modification.	1 month after receipt of the lessee's refusal. Otherwise, the lease is renewed of right on the previous conditions
Less 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 the proposed modification		
Lease of a room	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.	See reference 41. Exception	

STEPS OF REPOSSESSION OF THE DWELLING AND NOTICE PERIODS (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1 Notice from the lessor	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the lessor
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the lessor	1 month after the lessee's refusal or the expiry of the lessee's time limit to reply
Lease of less than 6 months	1 months before termination of the lease		
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling	If the lessee does not reply, he or she is deemed to have refused to vacate the dwelling.	

STEPS OF EVICTION FOR SUBDIVISION, ENLARGEMENT OR CHANGE OF DESTINATION AND NOTICE PERIODS (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1 Notice from the cooperative	Step 2 Contestation to the Tribunal administratif du logement by the lessee
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the cooperative
Lease of less than 6 months	1 months before termination of the lease	If the lessee does not oppose, he or she is deemed to have consented to vacate the dwelling.  If the lessee opposes, it is up to the cooperative to prove to the Tribunal that it really intends to subdivide, enlarge or change the destination of the dwelling, and that this is permitted by law.
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling	

END OF THE MANDATORY PARTICULARS



**SCHEDULE 5**  
**LEASE of a dwelling**  
**in a private seniors' residence**



**By-laws of the immovable**

The by-laws of the immovable are part of the lease if a copy is given to the lessee **before** entering into the lease. The by-laws of the immovable may not contradict the lease or violate the law.

A copy of the by-laws of the immovable was given to the lessee on \_\_\_\_\_  
Jour Mois Année

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

**List of personal services offered**

Before entering into the lease, the residence must give the lessee a list indicating all of the services offered and their respective cost. The residence undertakes to maintain, throughout the term of the lease, all of the services that were offered at the time the parties entered into the lease.

The list indicating all of the services offered by the residence and their cost was given to the lessee on

\_\_\_\_\_  
Jour Mois Année                      \_\_\_\_\_  
Initials of the lessee                      Initials of the lessee

**Conditions of accommodation of persons with disabilities**

Before entering into the lease, the residence must give the lessee a document indicating the residence's limits regarding its possibility of accommodating persons with certain disabilities. The residence undertakes to maintain, throughout the term of the lease, the possibility of accommodating persons who do not exhibit these disabilities at the time they enter into the lease.

The document indicating the residence's limits regarding its possibility of accommodating persons with certain disabilities was given to the lessee on

\_\_\_\_\_  
Jour Mois Année

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

**Janitor**

The contact information for the janitor or the person to contact if necessary is as follows:

\_\_\_\_\_  
Name    Telephone    Email address

**Other conditions or restrictions**

The lessee has:

- a right of access to the land. ....  Yes  No
- a right to keep one or more animals. ....  Yes  No
- the right to smoke in the dwelling .....  Yes  No
  - Specify: \_\_\_\_\_
- access to a bathroom .....  Private  Common
- Other (examples: antenna, barbecue, air conditioner, clothesline): \_\_\_\_\_

**Parking and storage included with the dwelling**

- Outdoor parking/Number of spaces/Location: \_\_\_\_\_
- Indoor parking/Number of spaces/Location: \_\_\_\_\_
- Shed or storage space/Specify: \_\_\_\_\_

**Appliances included with the dwelling**

- Stove
- Microwave oven
- Refrigerator
- Dishwasher
- Washer
- Dryer

**Furniture**

- Table(s)
- Chair(s)
- Bed(s)
- Bedding
- Chest(s) of drawers
- Couch(es)
- Armchair(s)
- Television(s)
- Other: \_\_\_\_\_



**3 Services related to the dwelling**

The costs of the following services will be borne by:

	the residence	the lessee
Heating		
___ Electricity ___ Gas ___ Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning		
___ Central system ___ Individual control	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Gas (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Hot water	<input type="checkbox"/>	<input type="checkbox"/>
<b>Telecommunications services</b>		
Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Cable TV _____	<input type="checkbox"/>	<input type="checkbox"/>
Internet _____	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Maintenance</b>		
Snow removal	<input type="checkbox"/>	<input type="checkbox"/>
___ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
___ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
___ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
___ Stairs	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

The following services, accessories and appurtenances are included in the lease

<p><b>GRAB BARS AND HANDRAILS</b></p> <p>Bathroom <input type="checkbox"/></p> <p>Corridors (common areas) <input type="checkbox"/></p> <p><b>HELP ALERT SYSTEM (MANDATORY)</b></p> <p>Stationary <input type="checkbox"/></p> <p>Mobile <input type="checkbox"/></p> <p><b>WHEELCHAIR OR ELECTRIC WHEELCHAIR</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>OTHER MOTORIZED MOBILITY ASSISTANCE (FOUR-WHEEL SCOOTER)</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>FURNITURE AND APPLIANCES (that the LESSEE cannot BRING)</b></p> <p>Specify: _____</p>	<p><b>BALCONY</b></p> <p>Private <input type="checkbox"/></p> <p>Common <input type="checkbox"/></p> <p><b>LOCKED STORAGE SPACE</b></p> <p>Location: _____ <input type="checkbox"/></p> <p><b>LAUNDRY ROOM</b></p> <p>Common laundry room <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>ELEVATOR</b> <input type="checkbox"/></p> <p><b>ACCESS TO RECREATIONAL ACTIVITIES</b> <input type="checkbox"/> <b>FACILITATOR</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>COMMON AREAS AVAILABLE INDOORS</b> <input type="checkbox"/></p> <p><b>COMMON AREAS AVAILABLE OUTDOORS</b> <input type="checkbox"/></p> <p><b>AVAILABILITY OF AN ACTIVITY (RECREATION) ROOM</b> <input type="checkbox"/></p> <p><b>DINING ROOM ACCESSIBLE TO VISITORS</b> <input type="checkbox"/></p> <p><b>MEDICAL SERVICES</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>SECURITY</b> <input type="checkbox"/></p> <p>Schedule: _____</p> <p>Qualified person <input type="checkbox"/></p> <p>Nurse <input type="checkbox"/></p> <p>Licensed practical nurse <input type="checkbox"/></p> <p>Attendant <input type="checkbox"/></p> <p>Guard <input type="checkbox"/></p> <p>Receptionist <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p><b>TRANSPORTATION</b> <input type="checkbox"/></p> <p>Shuttle service <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>OTHER:</b> _____</p> <p>Specify: _____</p>
--	--

During the term of the lease, the residence must offer and maintain the above-mentioned services and those provided for in the Schedule of services of a personal nature to be provided to the lessee, (article 1895.1 C.C.Q.).



**4 Term of lease**

**Fixed term lease**

The term of the lease is (Specify number of weeks, months or years) \_\_\_\_\_  
 From \_\_\_\_\_ to \_\_\_\_\_

**Indeterminate term lease**

Beginning on 

Jour	Mois	Année

Neither the residence nor the lessee may terminate the lease unilaterally, except in the cases provided for by law. However, they may terminate the lease by mutual consent.

Pursuant to the law, a lessee may resiliate his or her lease if, 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, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

The resiliation takes effect two months after a notice is sent to the residence 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 (e.g. operator of the private seniors' residence), to which is attached a certificate from an authorized person (e.g. healthcare professional) stating that the conditions requiring admission to the facility have been met.

The lessee is only required to pay that part of the rent that relates to services of a personal nature provided to the lessee before he or she vacated the dwelling, whether or not such services were provided by the residence under a contract separate from the lease.

**5 Rent payable**

**The total rent payable is calculated by adding the amount of the rent to the amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee (article 1895.1 C.C.Q.).**

<b>Amount of rent</b>	+	<b>Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee</b>	=	<b>Total rent</b>	
\$ _____		\$ _____		\$ _____	<input type="checkbox"/> per month
					<input type="checkbox"/> per week

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

**When to pay the rent**

The residence must receive your **payments** on the 1<sup>st</sup> day of the month.  
 Or on (specify) \_\_\_\_\_

The residence may require advance payment for the rent for only the first payment period. The advance payment may not exceed one month's rent.

**The first rent** is paid in advance:  Yes  No

If "Yes" is checked off, the payment date of the first rent is fixed at 

Jour	Mois	Année

**How to pay the rent**

The residence may not **require** payment by means of a postdated cheque or any other a preauthorized payment for payment of the rent. If the lessee accepts this method of payment, he or she authorizes the residence to deduct only the payment of the rent.

The lessee accepts to provide postdated payment items for the term of the lease.  Yes  No

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



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

- |   |  |
|---|--|
| <input type="checkbox"/> Cash   | <input type="checkbox"/> Credit card               |
| <input type="checkbox"/> Cheques  | <input type="checkbox"/> Postal money orders       |
| <input type="checkbox"/> Postdated cheques  | <input type="checkbox"/> Money order or bank draft |
| <input type="checkbox"/> Electronic bank transfer   | <input type="checkbox"/> Other (specify): _____    |
| <input type="checkbox"/> Preauthorized payment (authorization limited to payment of the rent) |  |

You are entitled to a receipt.

When the agreed method of payment provides for preauthorized payments, the authorization is valid only for payment of the rent and for no other reason.

## 6 Renewal and modification of the conditions of the lease

The lessee is entitled to automatic renewal of his or her lease when it ends. However, at the time of this renewal, the residence may modify the conditions of the lease, for example, by increasing the rent. To do this, the residence must give the lessee a written notice within the periods provided by law, presented in the following table:

### When must the residence inform you?

Lease of 12 months or more	Between 3 and 6 months before termination of the lease
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
Room only	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.

### In its notice, the residence must indicate:

- All the modifications requested (for example: the new rent, the new term of the lease, etc.).
- The one-month period, commencing upon receipt of the notice, granted to the lessee to refuse the requested modifications.

### Lessee's reply to the notice of modification of lease or rent increase

If the lessee fails to reply to the notice within the period provided, this is equivalent to accepting the modifications proposed by the residence. If the lessee refuses the proposed modifications, but informs the residence of his or her intention to remain in the dwelling, the residence then, within one month of receipt of the reply, may file an application for modification of the conditions of the lease and/or fixing of the rent at the Tribunal administratif du logement. If the residence fails to file such an application within the period provided, the lease is renewed on the previous conditions.

**Attention!** The lessee has the right to refuse the requested modification, while remaining in the dwelling, except in the following cases:

### Restriction of the right to fixing of rent and modification of the lease

The lessee who refuses the requested modification of the lease and/or the rent increase proposed by the residence in its notice SHALL VACATE the dwelling upon termination of the lease if the dwelling is located in a residence that was erected or that changed its destination 5 years ago or less. To be applicable, this restriction must be indicated on the lease.

Is the dwelling located in an immovable that was erected that changed its destination five years ago or less?  Yes

If yes, indicate the date when this condition begins: \_\_\_\_\_  
Date

If the box is not checked off, the lessee may refuse a modification of the lease or a rent increase proposed by the residence without having to vacate his or her dwelling.

If the box is checked off, the lessee who refuses the modification of the lease proposed by the residence must vacate the dwelling upon termination of the lease. However, this does not prevent the Tribunal administratif du logement from ruling on any other application concerning the lease (e.g. nullity of a clause, decrease of rent, damages).

\_\_\_\_\_  
Initials of the lessee Date

Find all this information in the Code civil du Québec (C.C.Q.), articles 1941 to 1947 and 1955.

Tribunal administratif du logement

Reproduction prohibited

\_\_\_\_\_  
Initials of the  
Residence

\_\_\_\_\_  
Initials of the Lessee



**7 Notice to a new lessee**

**Mandatory notice to be given by the residence at the time the lease or sublease is entered into, except when the dwelling is located in an immovable that was erected or that changed its destination five years ago or less.**

**Please choose the situation that applies:**

- I am notifying you that the lowest rent paid for your dwelling in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was:

<b>Amount of rent</b>	+	<b>Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee</b>	=	<b>Total rent</b>	
\$ _____		\$ _____		\$ _____	<input type="checkbox"/> per month <input type="checkbox"/> per week

- If no rent has been paid in the 12 months prior to the beginning of the lease, the last rent was paid on \_\_\_\_\_ in the amount of:

\$ \_\_\_\_\_  per month  per week

Jour    Mois    Année  
 |    |    |  
 \_\_\_\_\_

Regardless of which situation applies, please indicate if the leased property, the services offered by the residence 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 the residence's representative \_\_\_\_\_ Date | | |  
Jour Mois Année

Signature of the lessee \_\_\_\_\_ Signature of the lessee \_\_\_\_\_ Date | | |  
(or his or her mandatary) (or his or her mandatary) Jour Mois Année

If **situation (1)** applies and 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 is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the residence 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.

**8 Signatures**

Signature of the residence's representative: \_\_\_\_\_ | | |  
Jour Mois Année

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ | | |  
Jour Mois Année

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ | | |  
Jour Mois Année

**9 Notice of family residence**

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

**Notice to the residence**

I hereby declare that I am married to or in a civil union with \_\_\_\_\_

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 \_\_\_\_\_ | | |  
Jour Mois Année

Tribunal administratif du logement

Reproduction prohibited





**Signatures**

_____ Signature of the residence's officer (or representative)	Day   Month   Year	_____ Signature of the lessee (or his or her mandatary)	Day   Month   Year
_____ Other signatory (examples: witness or other)	Day   Month   Year	_____ Signature of the lessee ((or his or her mandatary)	Day   Month   Year
_____ Person to contact in case of emergency (name, address and telephone No.)			

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

Name: \_\_\_\_\_

Indicate in what capacity: \_\_\_\_\_

Address of signatory: \_\_\_\_\_

**ADDITION OF SERVICES DURING THE LEASE**

- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Signature of the residence's officer (or representative): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

**WITHDRAWAL OF SERVICES DURING THE LEASE**

- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Signature of the residence/lessor (or representative): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

00000000000000000000

## PARTICULARS

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 residences 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.).

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.).

A residence 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 has exercised his or her rights under the chapter entitled "Lease" of the Civil Code of Québec or under the Act respecting the Administrative Housing Tribunal (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, resiliation 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, gender identity or expression, 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

The residence shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

## ENTERING INTO THE LEASE

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

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

## Clauses of the lease

2. The residence 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.

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 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 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without effect.

For instance, no one may, in 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 clauses are also without effect:

- a clause limiting the liability of the residence or releasing the residence 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 providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause 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 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 Tribunal administratif 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.).

4.1 Two or more lessees of the same private seniors' residence may also address the Tribunal by means of a joint application when this application has the sole purpose of obtaining a reduction of rent based on the default of the residence to provide one or more of the same services included in their respective lease, or to obtain recognition of the nullity, for a reason of public order, of clauses that have substantially the same effect or that are stipulated in their respective lease (art. 57.0.1 to 57.0.4 of the Act respecting the Administrative Housing Tribunal).

## RIGHT TO MAINTAIN OCCUPANCY

5. 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 resiliation of the lease by the residence.

In addition, the residence 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.).

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

## New 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 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

9. 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 residence 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 residence.

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 residence two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the residence so agree or when the dwelling is re-leased by the residence 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.).

## Non-payment of rent

10. Non-payment of rent entitles the residence 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 residence 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 residence 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

11. 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 residence 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

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations

Tribunal administratif du logement

Reproduction prohibited

Initials of the  
Residence

Initials of the Lessee



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 residence 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

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

14. 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.).

15. The lessee may not, without the consent of the residence, 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 residence (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 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.).

18. During the term of the lease, the residence 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

19. The residence 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. 2 C.C.Q.).

20. The lessee shall keep the dwelling in clean condition. Where the residence carries out work in the dwelling, it shall restore it to clean condition (art. 1911 C.C.Q.).

21. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the residence 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 residence 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.).

24. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she shall inform the residence 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 or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the dwelling temporarily.

Tribunal administratif du logement

In the case of urgent repairs, the residence 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.).

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

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

The lessee shall render an account to the residence of the repairs undertaken and the expenses incurred and shall deliver the invoices to the residence. 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 (art. 1922 à 1929 C.C.Q.)

27. The residence 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 residence 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 residence 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

28. To exercise rights of access to the dwelling, the residence 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 residence shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

29. The residence 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 residence 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.).

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

The residence 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 a representative of the residence during a visit to or a verification of the dwelling (art. 1932 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 residence may file an application with the Tribunal administratif du logement to obtain an order for access.

Abuse of the right of access by the residence 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).

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

34. The residence 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

35. Every notice relating to the lease, given by the residence (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 residence for the purpose of having access to the dwelling may be given orally.

36. 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

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

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

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

##### Non-renewal of lease by the lessee

38. 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 residence or reply to the

Reproduction prohibited



residence's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.)

#### Modification of lease

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

40. The residence shall, in the notice of modification, indicate to the lessee:

- the modification(s) requested;
- the new term of the lease, if the residence wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if the residence 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.)

41. A lessee who receives a notice of modification of the lease from the residence has **one month after receiving it to reply** and notify the residence 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 residence.

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. 42.

**Exception:** The lessee who refuses the requested modifications shall vacate the dwelling upon termination of the lease if the dwelling is located in a residence that was erected or that changed its destination 5 years ago or less (art. 1955 C.C.Q.). To be applicable, this restriction must be indicated on the lease.

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

42. The residence 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 residence does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

#### Agreement on modifications

43. Where the residence and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the residence 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

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the residence 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

Tribunal administratif du logement

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.)

45. 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.

A lessor may not repossess the dwelling of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the dwelling if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the dwelling to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside in the same dwelling as him or her.

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 content of article 1959.1 C.C.Q.

The residence 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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The residence may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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

46. 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 to the residence (art. 1873 C.C.Q.).

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

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

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

49. A residence 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.).

50. 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 residence (art. 1940 C.C.Q.).

#### RESILIATION OF LEASE BY THE LESSEE

51. 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:

- 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 residence 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 residence 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.

OOOOOOOOOOOOOOOO

Reproduction prohibited

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

52. 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 residence (art. 1890 C.C.Q.).

53. 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 ageing, 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.).

54. 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 residence 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 residence may retain them without compensation to the lessee (art. 1891 C.C.Q.).

PRIVATE SENIORS' RESIDENCE

55. A private seniors' residence must obtain a certificate of compliance under the AHSSS, which defines the term "private seniors' residence". Only the residence, having obtained a certificate or temporary certificate of compliance, may use this appellation.

To retain this certificate, the residence must comply with a set of health and social service criteria and operating standards. They are defined in the Regulation respecting the certification of private seniors' residence. In particular, they concern the rights of the lessees, the exchange of information between the residence and the lessees regarding their health and safety, medication and liability insurance.

56. The residence, more specifically, must ensure that the lessees and their close relations are treated with courtesy, fairness and understanding. To ensure the health and safety of the lessees, it must also ensure that the residence and the land on which it is located are maintained in good condition. The same applies to the appliances and equipment required for the delivery of the care and personal assistance services, which must be used safely and appropriately.

57. In order to favour the socialization of the lessees and prevent situations of isolation, the private seniors' residence must offer them different activities, particularly organized, varied facilitation or entertainment activities adapted to their profile.

The operator must post visibly, in an accessible place, a calendar of the scheduled activities, for consultation by the lessees and their close relations.

Tribunal administratif du logement

Service intended for independent elderly persons

58. A category 1 private seniors' residence, with services addressing independent elderly persons, offers various services included in at least two of the following categories of services: meal services, security services, recreation services or domestic help services except, in the latter case, medication distribution;

59. A category 2 private seniors' residence, with services addressing independent elderly persons, offers, in addition to domestic help services including as a minimum medication distribution, at least one service included in any of the following categories of services: meal services, security services or recreation services;

60. Moreover, a category 1 or 2 private seniors' residence must give the person who wishes to reside there or his or her mandatary, as applicable, a document that must mention, in particular, that it offers no nursing or personal assistance service.

Service intended for semi-independent elderly persons

61. A category 3 private seniors' residence, with services addressing semi-independent elderly persons, offers, in addition to at least one service in the category of personal assistance services, at least one service included in any of the following categories of services: meal services, security services, recreation services or domestic help services;

62. A category 4 private seniors' residence, with services addressing semi-independent seniors, offers, in addition to and at least one service in the category of nursing care, at least one service included in any of the following categories of services: meal services, security services, recreation services, domestic help services or personal assistance services. D

It should be noted that nursing care falls under the practice of a professional activity by a nurse or a licensed practical nurse, according to the empowering statute or regulation, or by any other person who is authorized for this purpose pursuant to a statute or regulation.

63. The same residence may offer services intended both for independent and semi-independent elderly persons. Some conditions apply.

SERVICES OFFERED TO THE LESSEE BY THE RESIDENCE

64. A residence that offers services in addition to those indicated in the lease, including, must indicate them in the Schedule provided in the form in accordance with articles 1892.1 and 1895 of the Civil Code of Québec (C.C.Q.). This Schedule may also be required by Revenu Québec to grant a tax credit for home support.

65. The provisions concerning the rights and obligations of residences and lessees, which are found in articles 1851 to 2000 C.C.Q., and certain provisions concerning persons living in a private seniors' residence, according to the Act respecting health services and social services (AHSSS) and the Regulation respecting the certification of private seniors' residence, apply not only to the dwelling or the room leased, but also to the services (for example: meals, nursing care, laundry), accessories and appurtenances.

66. The residence may not, by a clause of the lease, limit 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 the lessee sees fit (art. 1900 C.C.Q.).

PERSONAL SERVICES OFFERED TO THE LESSEE

67. When the lease provides for services of a personal nature to be provided to the lessee, the residence must enter in the lease the portion of the rent pertaining to the cost of each of these services. The same applies to the nursing care services or personal assistance services necessitated by the lessee's state of health.

COMPLIANCE WITH THE LEASE

68. The residence, before entering into the lease, shall determine with the person who wishes to live there or his or her representative, as applicable, all of the services he or she wishes to obtain. During the term of the lease, the residence shall offer and maintain the services provided for in the lease and in its Schedule, or in a distinct contract, without an increase in the cost or a decrease in the quality of services. The cost of these services may be included in the rent or be payable according to another method provided for in the lease and its Schedule or in a distinct contract. Some conditions apply.

69. The private seniors' residence must inform the lessees of their right to formulate a complaint directly concerning the services received or receivable from the residence, to the local Complaints and Quality Assurance Commissioner of the Integrated Health and Social Services Centre concerned.

The private seniors' residence and make available, in a place accessible to the lessees and their visitors, the information concerning the exercise of this right and the information necessary for them to file a complaint.

RESILIATION OR RELOCATION

70. In certain cases and on the conditions provided for in the AHSSS, the lease may be resiliated or the lessee may be relocated arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSSS.



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

TABLE A	Lessee who has not received notice of modification of the lease	Lessee of a room who has not received notice of modification of the lease	Lessee (including lessee of a room) who has received 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 desired termination of the lease	1 month after receipt of the notice from the residence
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 OF MODIFICATION OF THE LEASE AND NOTICE PERIODS (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1 Notice from the residence	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the residence
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	1 month after receipt of the notice of modification If the lessee does not reply, he or she is deemed to have accepted the modification.	1 month after receipt of the lessee's refusal. Otherwise, the lease is renewed of right on the previous 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 the proposed modification		
Lease of a room	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.	See reference 41. Exception	

STEPS OF REPOSSESSION OF THE DWELLING AND NOTICE PERIODS (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1 Notice from the lessor	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the lessor
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the lessor	1 month after the lessee's refusal or the expiry of the lessee's time limit to reply
Lease of less than 6 months	1 months before termination of the lease		
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling	If the lessee does not reply, he or she is deemed to have refused to vacate the dwelling.	

STEPS OF EVICTION FOR SUBDIVISION, ENLARGEMENT OR CHANGE OF DESTINATION AND NOTICE PERIODS (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1 Notice from the residence	Step 2 Contestation to the Tribunal administratif du logement by the lessee
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the residence
Lease of less than 6 months	1 months before termination of the lease	If the lessee does not oppose, he or she is deemed to have consented to vacate the dwelling. If the lessee opposes, it is up to the residence to prove to the Tribunal that it really intends to subdivide, enlarge or change the destination of the dwelling, and that this is permitted by law.
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling	

END OF THE MANDATORY PARTICULARS



**SCHEDULE 6**  
**Services Offered to the Lessee**  
**by the Lessor**

<p><b>Tribunal administratif du logement</b></p> <p><b>Québec</b> </p> <p>www.tal.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL*</p> <p><small>*An automated information service is available around the clock</small></p>	<h2>SCHEDULE 6</h2> <h3>TO THE LEASE</h3> <h3>Services Offered to the Lessee</h3> <h3>by the Lessor</h3>												
<b>TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM   TWO COPIES</b>													
<b>IN REFERENCE TO LEASE NO.</b>	<table border="1" style="width: 100%; height: 35px;"> <tr> <td style="width: 12.5%;"></td> </tr> </table>												
<p>This schedule must be used when a lessor offers services in addition to those indicated in the lease, including services of a personal nature pursuant to articles 1892.1 and 1895.1 of the <b>Civil Code of Québec (C.C.Q.)</b>. In addition, Revenu Québec may require the schedule in order to grant a lessee a tax credit for home-support services.</p>													
<p>The provisions pertaining to the rights and obligations of lessors and lessees in articles 1851 to 2000 of the C.C.Q. apply not only to a leased dwelling or room, but also to services (e.g. meals, nursing care, laundry service), accessories and dependencies.</p>													
<p>The lessor may not, by means of a clause in the lease, limit the lessee's right to purchase property or to obtain services from such persons as he or she chooses and on such terms and conditions as he or she sees fit.</p>													
<p>The operator of a private seniors' residence must use schedule 4 or 5, depending on the case that applies to the operator's situation, which include the content of this schedule.</p>													
<b>COST OF SERVICES OF A PERSONAL NATURE PROVIDED TO THE LESSEE</b>	<b>COMPLIANCE WITH THE LEASE</b>												
<p>If the lease provides for services of a personal nature to be provided to the lessee, the lessor must complete this schedule and specify the part of the rent that relates to the cost of each of those services.</p>	<p>Before entering into a lease, the lessor must identify with the prospective resident or the prospective resident's representative, if applicable, all of the services that the prospective resident wishes to obtain. During the term of the lease, the lessor must offer and maintain the services listed in the lease, this schedule or a separate contract, without increasing the cost or diminishing the quality of the services. The cost of the services may be included in the rent or may be payable in accordance with another method provided for in the lease, this schedule or a separate contract.</p>												
<b>NOTICE OF RESILIATION OF THE LEASE</b> (arts. 1938, 1939, 1974 and 1974.1 C.C.Q.)	<b>CHARTER OF HUMAN RIGHTS AND FREEDOMS</b>												
<p>A lessor who receives a written notice of resiliation during the term of the lease may claim only the rent that relates to the dwelling, as well as the part of the rent that relates to the cost of the services that are provided for in the lease, in this schedule or in a separate contract, and that were provided to the lessee before he or she vacated the dwelling, if the lessee vacated it for one of the following reasons:</p>	<p>The rights and obligations arising from the lease shall be exercised in compliance with the Charter, which prescribes, among other things, that every elderly person and every handicapped person has a right to protection against any form of exploitation.</p>												
<ol style="list-style-type: none"> <li>1. he or she is allocated a dwelling in low-rental housing; or</li> <li>2. he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or</li> <li>3. he or she can no longer occupy his or her dwelling because of a handicap; or</li> <li>4. 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; or</li> <li>5. if he or she has died, in which case the notice of resiliation may be given by one of the persons provided for by law (see the particular respecting death in the mandatory lease forms); or</li> <li>6. if the person is a senior 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 person already resides in such a place at the time of admission.</li> </ol>													
<p><b>In the case of differences between this document and the laws that apply to dwellings, the laws take priority.</b></p>													

PART 1		DETAILED DESCRIPTION OF DWELLING, ACCESSORIES, DEPENDENCIES AND SERVICES OTHER THAN THOSE OF A PERSONAL NATURE	
The lessor must provide the dwelling and maintain all the services, accessories and dependencies for which the lessee undertakes to pay rent.			
<b>Check off if included in the lease.</b>			
<p><b>TYPE OF LODGING FACILITY</b>                      – specify: _____</p> <p><b>DESCRIPTION OF PREMISES AND SERVICES</b></p> <ul style="list-style-type: none"> <li>▪ dwelling with _____ rooms <input type="checkbox"/></li> <li>▪ room <input type="checkbox"/></li> <li>– private <input type="checkbox"/></li> <li>– shared <input type="checkbox"/></li> </ul> <p><b>BATHROOM</b></p> <ul style="list-style-type: none"> <li>▪ private <input type="checkbox"/></li> <li>▪ shared <input type="checkbox"/></li> </ul> <p><b>GRAB BARS/HANDRAILS</b></p> <ul style="list-style-type: none"> <li>▪ bathroom <input type="checkbox"/></li> <li>▪ corridors (common areas) <input type="checkbox"/></li> </ul> <p><b>HEATING</b></p> <ul style="list-style-type: none"> <li>▪ central system <input type="checkbox"/></li> <li>▪ individual control <input type="checkbox"/></li> </ul> <p><b>AIR CONDITIONING</b></p> <ul style="list-style-type: none"> <li>▪ central system <input type="checkbox"/></li> <li>▪ individual control <input type="checkbox"/></li> </ul> <p><b>TELECOMMUNICATION SERVICES</b></p> <ul style="list-style-type: none"> <li>▪ telephone <input type="checkbox"/></li> <li>▪ cable television <input type="checkbox"/></li> <li>▪ Internet <input type="checkbox"/></li> <li>▪ other: _____ <input type="checkbox"/></li> </ul> <p><b>CALL-FOR-HELP SYSTEM</b></p> <ul style="list-style-type: none"> <li>▪ fixed <input type="checkbox"/></li> <li>▪ mobile <input type="checkbox"/></li> </ul> <p><b>MANUAL OR POWERED WHEELCHAIR</b></p> <ul style="list-style-type: none"> <li>▪ accessible immovable <input type="checkbox"/></li> <li>▪ accessible dwelling <input type="checkbox"/></li> <li>▪ adapted dwelling <input type="checkbox"/></li> <li>▪ specify: _____ <input type="checkbox"/></li> </ul> <p><b>OTHER MOTORIZED MOBILITY AIDS (FOUR-WHEEL SCOOTER TYPE)</b></p> <ul style="list-style-type: none"> <li>▪ accessible immovable <input type="checkbox"/></li> <li>▪ accessible dwelling <input type="checkbox"/></li> <li>▪ adapted dwelling <input type="checkbox"/></li> <li>▪ specify: _____ <input type="checkbox"/></li> </ul> <p><b>FURNITURE AND APPLIANCES (that THE LESSEES may not BRING)</b></p> <ul style="list-style-type: none"> <li>▪ specify: _____ <input type="checkbox"/></li> </ul> <p><b>BALCONY</b></p> <ul style="list-style-type: none"> <li>▪ private <input type="checkbox"/></li> <li>▪ shared <input type="checkbox"/></li> </ul> <p><b>LOCKED STORAGE SPACE</b> <input type="checkbox"/></p> <p>– location: _____</p> <p><b>LAUNDRY ROOM</b></p> <ul style="list-style-type: none"> <li>▪ shared laundry room <input type="checkbox"/></li> <li>– service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/></li> </ul> <p><b>ELEVATOR</b> <input type="checkbox"/></p>	<p><b>RECREATION SERVICES</b></p> <p><b>ACCESS TO RECREATIONAL ACTIVITIES</b> <input type="checkbox"/> <b>SOCIAL DIRECTOR</b> <input type="checkbox"/></p> <ul style="list-style-type: none"> <li>▪ specify: _____</li> </ul> <p><b>INDOOR COMMON AREAS</b> <input type="checkbox"/></p> <p><b>OUTDOOR COMMON AREAS</b> <input type="checkbox"/></p> <p><b>AVAILABILITY OF AN ACTIVITIES ROOM (RECREATION)</b> <input type="checkbox"/></p> <p><b>DINING ROOM OPEN TO VISITORS</b> <input type="checkbox"/></p> <p><b>MEDICAL SERVICES</b> <input type="checkbox"/></p> <p>– specify: _____</p>	<p><b>AVAILABILITY ON SITE OF NURSING CARE AND A RESIDENT CARE ATTENDANT (SERVICES OFFERED BY THE LESSOR)</b></p> <p><b>NURSE</b> <input type="checkbox"/></p> <p>specify: _____</p> <p>schedule: _____</p> <p><b>NURSING ASSISTANT</b> <input type="checkbox"/></p> <p>specify: _____</p> <p>schedule: _____</p> <p><b>RESIDENT CARE ATTENDANT</b> <input type="checkbox"/></p> <p>specify: _____</p> <p>schedule: _____</p> <p><b>Part 2 of this form must be completed.</b></p>	<p><b>SECURITY</b> <input type="checkbox"/></p> <ul style="list-style-type: none"> <li>▪ schedule: _____</li> <li>▪ person authorized <input type="checkbox"/></li> <li>▪ nurse <input type="checkbox"/></li> <li>▪ nursing assistant <input type="checkbox"/></li> <li>▪ care attendant <input type="checkbox"/></li> <li>▪ guard <input type="checkbox"/></li> <li>▪ receptionist <input type="checkbox"/></li> <li>▪ other: _____ <input type="checkbox"/></li> </ul> <p><b>TRANSPORTATION</b> <input type="checkbox"/></p> <p>shuttle service <input type="checkbox"/></p> <p>other: _____ <input type="checkbox"/></p> <p>service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>OTHER:</b> _____</p> <p>specify : _____</p>

PART 2		SERVICES OF A PERSONAL NATURE	
<p>The lessor must specify the cost of each of the services of a personal nature to be provided to the lessee.                      These services fall into the following categories: meal services, domestic help services, security services, recreation services, personal assistance services and nursing care.</p> <p><b>Services of a personal nature in addition to those included in this schedule may be used on a temporary or permanent basis depending on the lessee's needs and whether the lessee requests them. The lessor undertakes to provide these services at the cost indicated in the list and throughout the term of the lease.</b></p> <p><b>Check off the appropriate box for each of the services selected. Specify the cost of each service.</b></p>			
<p><b>FOOD SERVICES</b></p> <p><b>MEALS</b></p> <p><input type="checkbox"/> number of meals per day: _____</p> <p><input type="checkbox"/> breakfast \$ _____ \$ _____</p> <p><input type="checkbox"/> lunch \$ _____ \$ _____</p> <p><input type="checkbox"/> supper \$ _____ \$ _____</p> <p><input type="checkbox"/> Type of meals</p> <p><input type="checkbox"/> daily specials \$ _____ \$ _____</p> <p><input type="checkbox"/> à la carte meals \$ _____ \$ _____</p> <p><input type="checkbox"/> special diet meals \$ _____ \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>SNACKS</b></p> <p><input type="checkbox"/> number of snacks per day: _____</p> <p style="margin-left: 20px;">\$ _____ \$ _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>MONTHLY COST EXCLUDING FOOD AND BEVERAGES:</b> \$ _____ \$ _____</p> <p><b>EATING ASSISTANCE</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><b>ASSISTANCE WITH DAILY PERSONAL HYGIENE</b></p> <p><input type="checkbox"/> daily hygiene \$ _____ \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><input type="checkbox"/> bathing \$ _____ \$ _____</p> <p style="margin-left: 20px;">_____ times a week</p> <p><input type="checkbox"/> dressing \$ _____ \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><input type="checkbox"/> other: _____ \$ _____ \$ _____</p> <p><b>INCONTINENCE CARE</b> \$ _____ \$ _____</p> <p>specify: _____</p> <p><b>MEDICATION</b></p> <p><input type="checkbox"/> distribution of medication \$ _____</p> <p><input type="checkbox"/> administration of medication \$ _____</p> <p><input type="checkbox"/> management of medication \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>INVASIVE CARE SERVICES INVOLVED IN ASSISTANCE WITH ACTIVITIES OF DAILY LIVING</b> \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>OTHER:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>NURSING CARE</b></p> <p><b>NURSE</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><input type="checkbox"/> frequency: _____</p> <p><input type="checkbox"/> number of hours: _____</p> <p><b>NURSING ASSISTANT</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><input type="checkbox"/> frequency: _____</p> <p><input type="checkbox"/> number of hours: _____</p> <p><b>Domestic help or personal assistance services</b></p> <p><b>Resident care ATTENDANT</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><input type="checkbox"/> frequency: _____</p> <p><input type="checkbox"/> number of hours: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>LAUNDRY</b></p> <p><input type="checkbox"/> household linen _____ times a week or _____ times a month \$ _____ \$ _____</p> <p><input type="checkbox"/> clothing _____ times a week or _____ times a month \$ _____ \$ _____</p> <p><b>HOUSEKEEPING</b></p> <p><input type="checkbox"/> cleaning of dwelling or room _____ times every two weeks \$ _____ \$ _____</p> <p style="margin-left: 20px;">specify: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>OTHER SERVICES OFFERED</b></p> <p><b>HELP WITH GETTING AROUND</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><b>ESCORT SERVICE</b></p> <p><input type="checkbox"/> medical appointments \$ _____ \$ _____</p> <p><input type="checkbox"/> errands \$ _____ \$ _____</p> <p><b>SECURITY DEVICE (risk for wandering)</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><small>(The security alert devices for persons prone to wandering must be provided by the lessor, except where a resident is waiting for relocation.)</small></p> <p><input type="checkbox"/> <b>ASSISTANCE FOR COMPLETING FORMS RELATED TO THE TAX CREDIT FOR HOME SUPPORT SERVICES FOR SENIORS</b> \$ _____ \$ _____</p> <p><b>OTHER:</b> \$ _____ \$ _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>TOTAL MONTHLY COST OF SERVICES including + BASIC RENT</b> \$ _____</p> <p>(see mandatory lease form) \$ _____</p> <p><b>TOTAL RENT</b> \$ _____</p>		
<b>SIGNATURES</b>			
<p>_____ Signature of lessor (or his or her mandatory)</p> <p style="text-align: right;">Day   Month   Year</p>	<p>_____ Signature of lessee (or his or her mandatory)</p> <p style="text-align: right;">Day   Month   Year</p>	<p>_____ Signature of lessor (or his or her mandatory)</p> <p style="text-align: right;">Day   Month   Year</p>	
<p>_____ Signature of lessor (or his or her mandatory)</p> <p style="text-align: right;">Day   Month   Year</p>	<p>_____ Signature of lessee (or his or her mandatory)</p> <p style="text-align: right;">Day   Month   Year</p>	<p>_____ Other signatory (e.g. witness or other)</p> <p style="text-align: right;">Day   Month   Year</p>	
<p>_____ Person to contact in case of emergency (name, address and telephone No.)</p>			

**SCHEDULE 7**  
**MANDATORY WRITING**  
**in the Case of an Oral Lease**

**Tribunal administratif  
du logement**  
**Québec**

www.ta1.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*

\*An automated information service is available around the clock.

# MANDATORY WRITING

## in the Case of an Oral Lease

TRIBUNAL ADMINISTRATIF DU LOGEMENT | 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 _____ Where applicable, represented by : _____	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 _____ Where applicable, represented by : _____	Name _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other Telephone No. (cell phone) _____ Email address _____ Where applicable, represented by : _____
<b>ADDRESS OF LEASED DWELLING</b> No. Street Apt. Municipality Postal code _____	
<b>The names indicated in the lease must be those that the lessor and the lessee are legally authorized to use.</b> The term "lessor" in the <i>Civil Code of Québec</i> generally refers to the owner of the immovable.	
<b>B RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.)	
The rent and the total cost of services are \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> 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.	
<b>C RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED</b> (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 :	
<input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less. The immovable became ready for habitation on _____ Day Month Year	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. 39 and 41).  If none 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).
OR <input type="checkbox"/> 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).	



D NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1696 and 1950 C.C.Q.)	
<p><b>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.</b></p> <p>Please select the situation that applies:</p> <p><input type="checkbox"/> (1) I am notifying you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p><b>OR</b></p> <p><input type="checkbox"/> (2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on _____ in the amount of \$ _____.</p> <p style="margin-left: 20px; text-align: center;">Day      Month      Year</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p>	<p>If situation (1) applies and 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 is entered into, apply to the Tribunal administratif du logement to have the rent fixed.</p> <p>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.</p> <p>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.</p>
<p><b>Regardless of which situation applies, please indicate if:</b></p> <p>The leased property, the services offered by the lessor and the conditions of your lease are the same.    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>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) :</p> <p>_____</p> <p>_____</p>	
<p>_____ Signature of lessor (or his or her mandatory)</p>	<p>_____ Signature of lessee (or his or her mandatory)</p>
<p>_____ Signature of lessor (or his or her mandatory)</p>	<p>_____ Signature of lessee (or his or her mandatory)</p>

**PARTICULARS**

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

<p><b>GENERAL INFORMATION</b></p> <p>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 1651 to 1978 of the <i>Civil Code of Québec</i> (C.C.Q.).</p> <p>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 <i>Civil Code of Québec</i>. 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.).</p> <p>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 <i>Civil Code of Québec</i> or under the <i>Act respecting the Tribunal administratif du logement</i> (art. 1899 C.C.Q.).</p> <p>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.).</p> <p>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.</p> <p><b>Charter of human rights and freedoms</b></p> <p>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.</p> <p>The Charter also prohibits any discrimination and harassment based on race, colour, sex, gender identity or expression, 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.</p>	<p>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.</p> <p><b>Act respecting the Protection of personal information in the private sector</b></p> <p>The lessor shall comply with the prescriptions of this Act.</p> <p><b>Other leases and Schedule 6</b></p> <p>Special rules apply to the lease of:</p> <ul style="list-style-type: none"> <li>• a room to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);</li> <li>• a dwelling in a cooperative (art. 1955 C.C.Q.);</li> <li>• a dwelling in low-rental housing (arts. 1984 to 1995 C.C.Q.);</li> <li>• land for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.).</li> </ul> <p>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.</p>	<p><b>Language of the writing and of the by-laws of the immovable</b></p> <p>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.).</p> <p><b>Conditions of the lease</b></p> <p>5. The lessor and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order.</p> <p>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.</p> <p>6. Pursuant to article 1893 of the <i>Civil Code of Québec</i>, conditions that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1863, and 1992 to 2000 of the Code are without effect.</p> <p>For instance, no one may, at the time of entering into the lease:</p> <ul style="list-style-type: none"> <li>• waive his or her right to maintain occupancy (art. 1936 C.C.Q.);</li> <li>• waive his or her right to sublease the dwelling or to assign the lease (art. 1870 C.C.Q.).</li> </ul> <p>A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).</p> <p>The following conditions are also without effect:</p> <ul style="list-style-type: none"> <li>• a condition limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);</li> <li>• a condition that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);</li> <li>• 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.);</li> <li>• 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.);</li> <li>• 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.);</li> <li>• a condition whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);</li> <li>• a condition providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);</li> <li>• 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</li> </ul>
<p><b>DWELLING</b></p> <p>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.).</p>	<p><b>ENTERING INTO THE LEASE</b></p> <p>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.).</p>	<p><b>By-laws of the immovable</b></p> <p>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.</p> <p>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.).</p> <p>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.).</p>
<p><b>The by-laws may not contradict the lease or violate the law.</b></p>		

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 resiliation 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 whose 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 resiliate the lease by giving the lessor two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is released 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.).

#### 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. 1506 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

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. 1519 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. 1891 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 in-form 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 be-tween 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.).

#### REPOSESSION 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.

A lessor may not repossess the land of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the land if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the land to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside on the same land as him or her.

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 content of article 1959.1 C.C.Q.

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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The lessor may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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 sub-lessee, 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 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.  If the lessee fails to reply, he or she is deemed to have accepted the modification.	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 of 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 LAND 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 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.  If the lessee fails to reply, he or she is deemed to have refused to vacate the land.	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 LAND AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1 : Application to the Tribunal administratif du logement	Step 2 : Application to the Tribunal administratif du logement by lessee
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the lessor's notice.  If the lessee does not object, he or she is deemed to have agreed to vacate the land.  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 land and that he or she is permitted to do so by law.
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	

END OF MANDATORY PARTICULARS

MODEL OF NOTICE

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with articles 1942 and 1943 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessee name \_\_\_\_\_

Lessee name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

Upon renewal of your lease, I intend to modify the following condition(s) :

**Amount of rent (check off ONT of the boxes below)**

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Enter the new rent)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Enter the amount of increase)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_. (Enter the percentage increase)
- OR
- Your rent under the lease ending on \_\_\_\_\_, currently the subject of an application to review or fix the rent, will be increased by \_\_\_\_\_% of the rent to be determined by the Tribunal.

**Term of lease**

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_

**Other modification(s) (state the proposed modifications, e.g. : garage, heating)**

**To the lessee : IF YOU REFUSE the modification(s) or YOU ARE MOVING at the end of the lease, YOU MUST RESPOND to this notice ONE MONTH of its receipt. Otherwise, the lease will be renewed under the new conditions. A response template provided by the Tribunal administratif du logement is available on the Tribunal's website (www.tal.gouv.qc.ca/en) , from your local Tribunal office or by mail.**

Lessor or mandatary name \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Lessor or mandatary signature \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

**Confirmation of receipt, if the lessee is served the notice in person**

I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

RESPONSE TO A NOTICE MODEL

**LESSEE'S RESPONSE TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with article 1945 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessor name \_\_\_\_\_

Lessor name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off ONE of the boxes below) :

- I accept the renewal of the lease with the modifications.
- I refuse the proposed modifications and am renewing the lease.
- I am not renewing my lease and I will vacate the dwelling at the end 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.).

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

**Confirmation of receipt, if the lessor is served the notice in person**

I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_

**SCHEDULE 8**  
**LEASE**  
**of a Dwelling in a Cooperative**

**Tribunal administratif  
du logement**  
**Québec**

www.ta1.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*

\*An automated information service is available around the clock.

# LEASE

of a Dwelling  
in a Cooperative

---

**TRIBUNAL ADMINISTRATIF 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 \_\_\_\_\_

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

**THE LESSEE**

Name \_\_\_\_\_

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

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

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

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

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

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 cooperative.

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

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

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_ Number of rooms \_\_\_\_\_

Outdoor parking Number of places \_\_\_\_\_ Parking space(s) \_\_\_\_\_

Indoor parking Number of places \_\_\_\_\_ Parking space(s) \_\_\_\_\_

Locker or storage space \_\_\_\_\_ Specify \_\_\_\_\_

Other \_\_\_\_\_ Specify \_\_\_\_\_

The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with 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 \_\_\_\_\_

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

**FIXED TERM LEASE**

The term of the lease is \_\_\_\_\_

Specify number of weeks, months or years

From \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ to \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

**INDETERMINATE TERM LEASE**

The term of the lease is indeterminate,

beginning on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Neither the cooperative nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 50). However, they may terminate the lease by mutual consent.

**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

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.

The lessee is a beneficiary of a rent subsidy program.  Yes  No

Specify \_\_\_\_\_

Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.

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.).

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

Tribunal administratif du logement

1 of 6

May not be reproduced

Initials of lessor \_\_\_\_\_

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



<b>D RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.) (cont.)																																											
<p><b>DATE OF PAYMENT</b></p> <p>▪ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____. Day Month Year</p> <p>▪ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ Specify</p> <p><b>METHOD OF PAYMENT</b> The rent is payable in accordance with the following method of payment : <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____</p> <p>The lessee agrees to give the cooperative postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No Initials of lessee Initials of lessee</p> <p><b>PLACE OF PAYMENT</b> The rent is payable at _____ Place of payment (specify if the payment is made by mail, if applicable)</p>	<p>Payment of the rent for the first payment period: At the time of entering into the lease, the cooperative may require advance payment of the rent for only the <b>first payment period</b> (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>Payment of rent for the other payment periods: The rent is payable of the <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed.</p> <p>Method of payment: The cooperative <b>may not require</b> payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>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.).</p> <p>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p>																																										
<b>E SERVICES AND CONDITIONS</b>																																											
<p><b>BY-LAWS OF THE IMMOVABLE</b> A copy of the by-laws of the immovable was given to the lessee <b>before</b> entering into the lease. Given on _____ Day Month Year Initials of lessee Initials of lessee</p> <p><b>WORK AND REPAIRS</b> The work and repairs to be done by the cooperative and the timetable for performing them are as follows : ▪ <b>Before</b> the delivery of the dwelling _____ _____</p> <p>▪ <b>During</b> the lease _____ _____</p> <p><b>JANITORIAL SERVICES</b> Specify _____ The contact information for the janitor or the person to contact if necessary is as follows : Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p> <p><b>SERVICES, TAXES AND CONSUMPTION COSTS</b></p> <table border="0" style="width: 100%; font-size: small;"> <tr> <td style="width: 20%;"><b>Will be borne by :</b></td> <td style="width: 15%;"><b>Cooperative</b></td> <td style="width: 15%;"><b>Lessee</b></td> <td style="width: 40%;"></td> <td style="width: 15%;"><b>Cooperative</b></td> <td style="width: 15%;"><b>Lessee</b></td> </tr> <tr> <td>Heating of dwelling</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Water consumption tax for dwelling</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil</td> <td></td> <td></td> <td>Snow and ice removal</td> <td></td> <td></td> </tr> <tr> <td>Gas</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>▪ Parking area</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Electricity } other than for heating</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>▪ Balcony</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Hot water heater (rental fees)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>▪ Entrance, walkway, driveway</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Hot water (user fees)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>▪ Stairs</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p><b>CONDITIONS</b> The lessee is allowed to smoke. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____</p> <p>The lessee has a right of <b>access to the land</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____</p> <p>The lessee has a right to keep one or more <b>animals</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____</p> <p><b>OTHER SERVICES, CONDITIONS AND RESTRICTIONS</b> (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room) _____ _____ _____ _____ _____</p>	<b>Will be borne by :</b>	<b>Cooperative</b>	<b>Lessee</b>		<b>Cooperative</b>	<b>Lessee</b>	Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal			Gas	<input type="checkbox"/>	<input type="checkbox"/>	▪ Parking area	<input type="checkbox"/>	<input type="checkbox"/>	Electricity } other than for heating	<input type="checkbox"/>	<input type="checkbox"/>	▪ Balcony	<input type="checkbox"/>	<input type="checkbox"/>	Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>	Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<p>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.</p> <p><b>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 part of the lease (art. 1894 C.C.Q.).</b></p> <div style="border: 1px solid black; padding: 2px; font-size: x-small; text-align: center;"> <p><b>The by-laws may not contradict the lease or violate the law.</b></p> </div> <p>Work 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 cooperative and the lessee may decide on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).</p> <p><b>However, the cooperative may not release itself 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.).</b></p> <p>Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>
<b>Will be borne by :</b>	<b>Cooperative</b>	<b>Lessee</b>		<b>Cooperative</b>	<b>Lessee</b>																																						
Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>																																						
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal																																								
Gas	<input type="checkbox"/>	<input type="checkbox"/>	▪ Parking area	<input type="checkbox"/>	<input type="checkbox"/>																																						
Electricity } other than for heating	<input type="checkbox"/>	<input type="checkbox"/>	▪ Balcony	<input type="checkbox"/>	<input type="checkbox"/>																																						
Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>																																						
Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Stairs	<input type="checkbox"/>	<input type="checkbox"/>																																						



<b>F</b>	<b>RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED</b> (art. 1955 C.C.Q.)
<p>The cooperative 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 in the following situations. Check the situation that applies :</p> <p><input type="checkbox"/> The dwelling is leased by the cooperative to one of its members.</p> <p style="text-align: center;"><b>OR</b></p> <p>The dwelling is leased by the cooperative to a non-member :</p> <p><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less. The immovable became ready for habitation on _____ Day _____ Month _____ Year _____</p> <p style="text-align: center;"><b>OR</b></p> <p><input type="checkbox"/> 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 _____</p>	
<p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	
<b>G</b>	<b>NOTICE TO A NEW LESSEE</b> (arts. 1896 and 1950 C.C.Q.)
<p>The cooperative does not have to give this notice when it rents a dwelling to one of its members, or when a dwelling is located in an immovable erected or altered five years ago or less, if the cooperative so indicated in section F. In such cases, the lessee cannot have the rent fixed by the Tribunal administratif du logement. In all other cases, the cooperative must give this notice at the time the lease is entered into.</p> <p>In other cases, the cooperative must give this notice at the time the lease is entered into.</p> <p>Please select the situation that applies:</p> <p><input type="checkbox"/> (1) I am notifying you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p style="text-align: center;"><b>OR</b></p> <p><input type="checkbox"/> (2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on _____ Day _____ Month _____ Year _____ in the amount of \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p>Regardless of which situation applies, please indicate if:</p> <p>The leased property, the services offered by the lessor and the conditions of your lease are the same.    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>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) :</p> <p>_____</p> <p>_____</p> <p>Signature of the cooperative mandatory _____ Day _____ Month _____ Year _____</p> <p>Signature of lessee (or his or her mandatory) _____ Day _____ Month _____ Year _____      Signature of lessee (or his or her mandatory) _____ Day _____ Month _____ Year _____</p>	
<b>H</b>	<b>SIGNATURES</b>
<p>Signature of the cooperative mandatory _____ Day _____ Month _____ Year _____</p> <p>Signature of lessee (or his or her mandatory) _____ Day _____ Month _____ Year _____      Signature of lessee (or his or her mandatory) _____ Day _____ Month _____ Year _____</p> <p>The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12).    <input type="checkbox"/> Yes    <input type="checkbox"/> No      Initials of lessee _____ Initials of lessee _____</p> <p><b>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so</b> (e.g. another lessee, surety). (Particular 12)</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day _____ Month _____ Year _____</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day _____ Month _____ Year _____</p>	
<b>I</b>	<b>NOTICE OF FAMILY RESIDENCE</b> (arts. 403 and 521.6 C.C.Q.)
<p>A lessee who is married or in a civil union may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the cooperative has been notified, by either of the spouses, that the dwelling leased is used as the family residence.</p> <p><b>Notice to cooperative</b></p> <p>I hereby declare that I am married to or in a civil union with _____ Name of spouse _____.</p> <p>I hereby notify you that the dwelling covered by the lease will be used as the family residence.</p> <p>Signature of lessee or lessee's spouse _____ Day _____ Month _____ Year _____</p>	
<p>If the lease includes services in addition to those indicated in this form, including services of personal nature, complete Schedule 6 to the lease : Services offered to the Lessee by the Lessor.</p>	

0000000000

## PARTICULARS

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.).

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 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 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 peaceful 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, gender identity or expression, 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 from 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 cooperative shall comply with the prescriptions of this Act.

## Lease of a dwelling in low-rental housing and Schedule 6

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 of Québec*, where this form must be used.

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 cooperative and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

## 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.

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 of the *Civil Code of Québec*, clauses that 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 Code are without effect.

For instance, no one may, in the lease:

- waive his or her right to maintain occupancy (art. 1936 C.C.Q.);
- waive his or her right to sublease the dwelling (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 clauses are also without effect:

- a clause limiting the liability of the cooperative or releasing the cooperative 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 providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause 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 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 Tribunal administratif 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. 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 division or substantial enlargement of the dwelling and the rescission of the lease by the cooperative.

In addition, the cooperative 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.).

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

## New 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 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

9. 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 cooperative 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 cooperative.

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 cooperative two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or

the heir and the cooperative so agree or when the dwelling is re-leased by the cooperative 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.).

## Non-payment of rent

10. Non-payment of rent entitles the cooperative 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 cooperative may obtain the rescission of the lease and the eviction of the lessee.

Frequent late payment of the rent may also warrant the rescission of the lease if the cooperative 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

11. 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 cooperative 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

12. 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. 1516 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.).

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

13. The cooperative shall provide the lessee with peaceful enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

14. 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.).

15. The lessee may not, without the consent of the cooperative, 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 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 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.).

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

## MAINTENANCE AND DWELLING REPAIRS

## Obligation of maintenance

19. The cooperative 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.).

20. The lessee shall keep the dwelling in clean condition. Where the cooperative carries out work in the dwelling, it shall restore it to clean condition (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 cooperative 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.).

24. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she 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 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 cooperative 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.).

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

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

The lessee shall render an account to the cooperative of the repairs undertaken and the expenses incurred and shall deliver the invoices to the cooperative. The lessee may withhold from his or her rent an amount for necessary 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 improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the cooperative 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 cooperative 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**

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 its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

29. The cooperative 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 cooperative 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.).

30. A lessee who gives notice to the cooperative of his or her intention to vacate the dwelling shall, from that time, allow the cooperative to show the dwelling to prospective lessees between 9 a.m. and 9 p.m., and allow the cooperative 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 cooperative's representative during a visit to or a verification of the dwelling (art. 1932 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 file an application with the Tribunal administratif du logement to obtain an order for access.

Abuse of the right of access by the cooperative 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).

33. No lock or other device restricting access to a dwelling may be installed or replaced without the consent of the cooperative and the lessee (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**

35. Every notice relating to the lease, given by the cooperative (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. 1936 C.C.Q.).

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

36. 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**

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

The cooperative may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.).

However, the cooperative may modify the lease at the time of renewal, provided that it gives notice to the lessee.

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

**Non-renewal of lease by the lessee**

38. 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 cooperative or reply to the cooperative's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

**Modification of lease**

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

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

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, expressed 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 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.)

41. A lessee who receives a notice of modification of the lease from the cooperative has one month after receiving it to reply and notify the cooperative 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 cooperative.

Where the lessee is a member of the cooperative or where the immovable was erected or underwent a change of destination five years ago or less, and where Section F has been completed, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease.

In other cases, if the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. However, the Tribunal administratif du logement may be requested to set the conditions of renewal.

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

42. The Tribunal administratif du logement may not modify the conditions of the lease where the cooperative leases the dwelling to one of its members or where the dwelling is located in an immovable erected or altered five years ago or less, and where that fact is mentioned in Section F (art. 1955 C.C.Q.).

In other cases, the cooperative 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 cooperative does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

**Agreement on modifications**

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 previous lease before the beginning of the renewal (art. 1959 C.C.Q.).

**Contestation of an adjustment of rent**

44. Where a lease with a term of more than 12 months contains a clause providing for an 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 that was erected or underwent a change of destination five years ago or less, and where that fact is mentioned in Section F (arts. 1949 and 1955 C.C.Q.).

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

**ASSIGNMENT AND SUBLEASING**

45. 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 cooperative (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 cooperative (art. 1870 C.C.Q.).

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

47. The lessee shall give the cooperative 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 cooperative refuses, it 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 provided that he or she has not received notice of 10 days to that effect from the sublessor or, failing him or her, from the cooperative (art. 1940 C.C.Q.).

#### RESILIATION OF LEASE BY THE LESSEE

50. 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 cooperative 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 released 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 cooperative 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 released 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

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 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.).

53. 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 cooperative 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 cooperative may retain them without compensation to the lessee (art. 1891 C.C.Q.).

#### NON-RENEWAL OF THE 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 cooperative'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 the cooperative	Step 2 : Lessee's reply	Step 3 : Application to the Tribunal administratif du logement by the cooperative
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	<b>The lessee is a member of the cooperative</b>	<b>The lessee is a member of the cooperative</b>
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	A member of the cooperative shall reply within 1 month after receiving the notice of modification. A member <b>who refuses</b> the requested modification of the lease <b>shall vacate</b> the dwelling upon termination of the lease. See <b>Section F</b> and particular No. 41. <b>If the member fails to reply, he or she is deemed to have accepted the modification.</b>	If the lease of the member mentions the restrictions on the right to have the rent fixed and the lease modified ( <b>section F</b> ), the cooperative may not apply to the Tribunal administratif du logement. If no such restriction is mentioned in the member's lease, the cooperative has 1 month to apply to the Tribunal administratif du logement after receiving the lessee's refusal. Otherwise, the lease is renewed on the same conditions.
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	<b>The lessee is not a member of the cooperative</b>	<b>The lessee is not a member of the cooperative</b>
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	The lessee shall reply 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 request modification.</b> See restrictions in <b>Section F</b> and particular No. 41.	The cooperative has one month after receiving the lessee's refusal to apply to the Tribunal administratif du logement. Otherwise, the lease is renewed on the same conditions.

END OF MANDATORY PARTICULARS

**SCHEDULE 9**  
**LEASE**  
**of a Dwelling**



<b>C TERM OF LEASE</b> (art. 1851 C.C.Q.)					
<b>FIXED TERM LEASE</b> The term of the lease is _____. Specify number of weeks, months or years  From _____ to _____ Day Month Year Day Month Year			<b>INDETERMINATE TERM LEASE</b> The term of the lease is indeterminate, beginning on _____ Day Month Year		
Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 510). However, they may terminate the lease by mutual consent.					
<b>D RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.)					
The rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week			Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.  A lessee 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.)  <b>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</b>  Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment for the rent for only the <b>first payment period</b> (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 <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed.  Method of payment : The lessor <b>may not require</b> 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 et 1568 C.C.Q.).		
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.					
The lessee is a beneficiary of a rent subsidy program. <input type="checkbox"/> Yes <input type="checkbox"/> No  Specify _____					
<b>DATE OF PAYMENT</b>					
■ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____. Day Month Year					
■ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____. Specify _____					
<b>METHOD OF PAYMENT</b>					
The rent is payable in accordance with the following method of payment : <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____					
The lessee agrees to give the lessor postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No Initials of lessee _____ Initials of lessee _____					
<b>PLACE OF PAYMENT</b>					
The rent is payable at _____ Place of payment (specify if the payment is made by mail, if applicable)					
<b>E SERVICES AND CONDITIONS</b>					
<b>BY-LAWS OF THE IMMOVABLE</b> A copy of the by-laws of the immovable was given to the lessee <b>before</b> 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.  <b>If such by-laws exist, the lessor must give a copy of them to the lessee before entering into to lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</b>  If the dwelling is located in an immovable under <b>divided co-ownership</b> , the by-laws will apply as soon as a copy of them has been given to the lessee by the lessor or by the syndicate of the co-ownership (art. 1057 C.C.Q.).		
<b>DIVIDED CO-OWNERSHIP</b> A copy of the by-laws of the immovable was given to the lessee. Given on _____ Day Month Year Initials of lessee Initials of lessee			<b>The by-laws may not contradict the lease or violate the law.</b>		
<b>WORK AND REPAIRS</b> The work and repairs to be done by the lessor and the timetable for performing them are as follows :  ■ <b>Before</b> the delivery of the dwelling _____  ■ <b>During</b> the lease _____					
<b>JANITORIAL SERVICES</b>  Specify _____ The contact information for the janitor or the person to contact if necessary is as follows :  Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____					
<b>SERVICES, TAXES AND CONSUMPTION COSTS</b>					
<b>Will be borne by :</b>					
Heating of dwelling <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil Gas } other than for heating Electricity }		<b>Lessor</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Lessee</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Water consumption tax for dwelling Snow and ice removal ■ Parking area ■ Balcony ■ Entrance, walkway, driveway ■ Stairs	
		<b>Lessor</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Lessee</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		



<b>E</b>	<b>SERVICES AND CONDITIONS (cont.)</b>
<p><b>CONDITIONS</b></p> <p>The lessee is allowed to <b>smoke</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: right; margin-right: 100px;">Specify _____</p> <p>The lessee has a right of <b>access to the land</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: right; margin-right: 100px;">Specify _____</p> <p>The lessee has a right to keep one or more <b>animals</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: right; margin-right: 100px;">Specify _____</p> <p><b>OTHER SERVICES, CONDITIONS AND RESTRICTIONS</b> (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)</p> <p>_____</p> <p>_____</p>	
<b>F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)</b>	
<p><b>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:</b></p> <p><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less.</p> <p style="margin-left: 20px;">The immovable became ready for habitation on _____</p> <p style="margin-left: 40px;">Day      Month      Year</p> <p><b>OR</b></p> <p><input type="checkbox"/> 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.</p> <p style="margin-left: 20px;">The immovable became ready for habitation on _____</p> <p style="margin-left: 40px;">Day      Month      Year</p>	
<p><b>If one of the two boxes opposite is checked off</b> 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, <b>must vacate</b> the dwelling upon termination of the lease (particulars Nos. 39 and 41).</p> <p><b>If none of the two boxes opposite is checked off</b> 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. 41 and 42).</p>	
<p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	
<b>G NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)</b>	
<p><b>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 F is checked off.</b></p> <p>Please select the situation that applies:</p> <p><input type="checkbox"/> (1) I am notifying you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p><b>OR</b></p> <p><input type="checkbox"/> (2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on _____ in the amount of \$ _____.</p> <p style="margin-left: 20px;">Day      Month      Year</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p>	
<p><b>If situation (1) applies and 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 is entered into, apply to the Tribunal administratif du logement to have the rent fixed.</b></p> <p><b>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.</b></p> <p><b>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.</b></p>	
<p><b>Regardless of which situation applies, please indicate if:</b></p> <p>The leased property, the services offered by the lessor and the conditions of your lease are the same. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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) :</p> <p>_____</p> <p>_____</p>	
<p>Signature of lessor (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p> <p>Signature of lessor (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p>	<p>Signature of lessee (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p> <p>Signature of lessee (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p>
<b>H SIGNATURES</b>	
<p>Signature of lessor (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p> <p>Signature of lessor (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p>	<p>Signature of lessee (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p> <p>Signature of lessee (or his or her mandatory) _____</p> <p style="margin-left: 100px;">Day      Month      Year</p>
<p>The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 150px;">Initials of lessee      Initials of lessee</p>	
<p><b>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so</b> (e.g. another lessee, surety). (Particular 12)</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day      Month      Year</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day      Month      Year</p>	
<b>The lessor must give the lessee a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).</b>	

0000000000

**I 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, sublease his or her dwelling, assign the lease or 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 in this form, including services of personal nature, complete Schedule 6 to the lease : Services offered to the Lessee by the Lessor.

**PARTICULARS**

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.).

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 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, resiliation 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, gender identity or expression, 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*.

**Other leases and Schedule 6**

Special rules apply to the lease of a dwelling in low-rental housing, the lease of a dwelling in an educational institution, the lease of land intended for the installation of a mobile home and the lease of a dwelling in a cooperative.

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 the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 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 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without effect.

For instance, no one may, in 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 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 providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
  - a clause 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 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 Tribunal administratif 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. 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 resiliation 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.).

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

**New 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 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**

9. 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 resiliate the lease by giving the lessor two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is released 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.).

**Non-payment of rent**

10. 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

11. 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 notified the lessor or his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

#### Liability of co-lessees and surety

12. 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.).

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. 1831 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

13. 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.).

14. 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.).

15. 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.).

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 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. 1890 C.C.Q.).

18. 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

19. 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.).

20. 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.).

21. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the lessor within a reasonable time (art. 1865 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 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.).

24. 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

25. 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.).

26. 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

27. 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

28. 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.).

29. 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.).

30. 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.

31. 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.).

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 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).

33. 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.).

34. 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

35. 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.

36. 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

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 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

38. 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

39. 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.).

40. 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.)

41. 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. 42.

**Exception:** Where one of the two boxes in **Section F** 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

42. 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**

43. 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**

44. Where a lease with a term of more than 12 months contains a clause providing 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.).

**REPOSSSESSION OF DWELLING AND EVICTION (arts. 1957 to 1970 C.C.Q.)**

45. 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.

A lessor may not repossess the land of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the land if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the land to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside on the same land as him or her.

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 content of article 1959.1 C.C.Q.

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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The notice must also reproduce the content of article 1959.1 C.C.Q.

The lessor may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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**

46. 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 lessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

47. 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.).

48. 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.).

49. 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.).

50. 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**

51. 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**

52. 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.).

53. 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.).

54. 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 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 of 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. 41 : Exception	

## STEPS FOR REPOSSESSING THE LAND 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 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 land.</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 LAND AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1 : Application to the Tribunal administratif du logement	Step 2 : Application to the Tribunal administratif du logement by 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 land.</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 repossession	<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 land and that he or she is permitted to do so by law.</b>

END OF MANDATORY PARTICULARS

MODEL OF NOTICE

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with articles 1942 and 1943 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessee name \_\_\_\_\_

Lessee name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

Upon renewal of your lease, I intend to modify the following condition(s) :

**Amount of rent (check off ONE of the boxes below)**

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Enter the new rent)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Enter the amount of increase)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_%. (Enter the percentage increase)
- OR
- Your rent under the lease ending on \_\_\_\_\_, currently the subject of an application to review or fix the rent, will be increased by \_\_\_\_\_% of the rent to be determined by the Tribunal.

**Term of lease**

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_

**Other modification(s) (state the proposed modifications, e.g. : garage, heating)**

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

**To the lessee : IF YOU REFUSE the modification(s) or YOU ARE MOVING at the end of the lease, YOU MUST RESPOND to this notice ONE MONTH of its receipt. Otherwise, the lease will be renewed under the new conditions. A response template provided by the Tribunal administratif du logement is available on the Tribunal's website (www.tal.gouv.qc.ca/en) , from your local Tribunal office or by mail.**

Lessor or mandatory name \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Lessor or mandatory signature \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

Confirmation of receipt, if the lessee is served the notice in person

I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

RESPONSE TO A NOTICE MODEL

**LESSEE'S RESPONSE TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with article 1945 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessor name \_\_\_\_\_

Lessor name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off ONE of the boxes below) :

- I accept the renewal of the lease with the modifications.
- I refuse the proposed modifications and am renewing the lease.
- I am not renewing my lease and I will vacate the dwelling at the end 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 F of your lease) (arts. 1945 and 1955 C.C.Q.).

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

Confirmation of receipt, if the lessor is served the notice in person

I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_

## Draft Regulation

Hydro-Québec Act  
(chapter H-5)

### Rates for using the public fast-charging service for electric vehicles

#### — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting the rates for using the public fast-charging service for electric vehicles, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation provides electric vehicle drivers with user rates adapted to the accelerated technological evolution of their vehicles and fast-charging stations. The rates will make it possible to provide a fast-charging infrastructure with a power range of 24 kW, 50 kW and 100 kW and above. It also provides that the rates for that public service must reflect as accurately as possible the increase in the cost of living at the time they are adjusted.

Further information on the draft Regulation may be obtained by contacting Nadia Lalancette, Director, Direction des grands projets et de la réglementation, Ministère de l'Énergie et des Ressources naturelles, 5700, 4<sup>e</sup> Avenue Ouest, bureau A-402.1, Québec (Québec) G1H 6R1; telephone: 418 627-6386, extension 708367, email: [nadia.lalancette@mern.gouv.qc.ca](mailto:nadia.lalancette@mern.gouv.qc.ca).

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Dominique Deschênes, Associate Deputy Minister for Innovation and Energy Transition, Ministère de l'Énergie et des Ressources naturelles, 1300, rue du Blizzard, bureau 200, Québec (Québec) G2K 0G9.

JONATAN JULIEN

*Minister of Energy and Natural Resources*

## Regulation to amend the Regulation respecting the rates for using the public fast-charging service for electric vehicles

Hydro-Québec Act  
(chapter H-5, s. 22.0.2)

**1.** The Regulation respecting the rates for using the public fast-charging service for electric vehicles (chapter H-5, r. 1) is amended by replacing section 1 by the following:

“**1.** The rates for using the public fast-charging service for electric vehicles are those provided for in Schedule I. The rates are fixed on an hourly basis and vary according to the power of the station used and, for certain stations, according to the other parameters in the tables in Schedule I.”

**2.** Section 2 is amended

(1) by adding “That rate may not be less than zero.” at the end of the first paragraph;

(2) by striking out the second, third and fourth paragraphs;

(3) by inserting “, which must be rounded to the nearest whole cent,” after “adjustment” in the fifth paragraph.

**3.** The following is added at the end:

### “SCHEDULE I

(s. 1)

#### RATES FOR USING THE PUBLIC FAST-CHARGING SERVICE FOR ELECTRIC VEHICLES

**1.** For the use of a 24 kW fast-charging station: \$6.20/hour.

**2.** For the use of a 50 kW fast-charging station:

Vehicle battery charge level	Hourly rate
Equal to or less than 90%	\$10.50
Greater than 90%	\$21.00

3. For a fast-charging station of 100 kW or more:

Power used during charging	Vehicle battery charge level	Hourly rate
Less than 50 kW	Equal to or less than 90%	\$12.94
	Greater than 90%	\$25.88
Equal to or greater than 50 kW and less than 60 kW	N/A	\$16.42
Equal to or greater than 60 kW and less than 70 kW	N/A	\$19.89
Equal to or greater than 70 kW and less than 80 kW	s.o.	\$23.37
Equal to or greater than 80 kW and less than 90 kW	N/A	\$26.85
Equal to or greater than 90 kW	N/A	\$30.33

”.

4. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105180

## Draft Regulation

Labour Code  
(chapter C-27)

### Remuneration of arbitrators — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting the remuneration of arbitrators, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation increases arbitrators' fees from \$140 to \$240 per hour. It increases the fee entitlement for the expenses related to arbitration to 1.5 hours and the amount of the travel allowance from \$90 to \$135 per hour. The draft Regulation also amends the terms and conditions related to the indemnity payable when a case is discontinued, fully settled or postponed, depending on the number of days remaining before the scheduled date of the hearing. It also provides for an adjustment mechanism for the fees and travel allowance. Lastly, the draft Regulation specifies that it applies to grievances and disputes submitted to arbitration whose activities take place on or after the date on which the draft Regulation comes into force.

The regulatory impact analysis shows that the amendments will result in additional annual costs estimated at \$1.16M for employers and unions using the services of an arbitrator under a ministerial mandate, while arbitrators' revenues will increase by an equivalent amount. The analysis also shows that the estimate of costs represents approximately 0.00013% of the Québec payroll in 2020.

Further information regarding this draft Regulation may be obtained by contacting David Galarneau, policy development advisor, Direction des politiques du travail, Ministère du Travail, de l'Emploi et de la Solidarité sociale, 425, rue Jacques-Parizeau, 5<sup>e</sup> étage, Québec (Québec) G1R 4Z1; email: david.galarneau@mtess.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period mentioned above to the Minister of Labour, Employment and Social Solidarity, 425, rue Jacques-Parizeau, 4<sup>e</sup> étage, Québec (Québec) G1R 4Z1; email: ministre@mtess.gouv.qc.ca.

JEAN BOULET

*Minister of Labour, Employment and Social Solidarity*

## Regulation to amend the Regulation respecting the remuneration of arbitrators

Labour Code  
(chapter C-27, s. 103)

**1.** The Regulation respecting the remuneration of arbitrators (chapter C-27, r. 6) is amended in section 2 by replacing “\$140” in the first paragraph by “\$240”.

**2.** Section 5 is amended by replacing “1 hour” by “1.5 hours”.

**3.** Section 6 is amended by replacing “Directive sur les frais remboursables lors d’un déplacement et d’autres frais inhérents (C.T. 194603, 2000-03-30)” by “Directive concernant les frais de déplacement des personnes engagées à honoraires par des organismes publics issued by the Conseil du trésor on 26 March 2013 and its subsequent amendments”.

**4.** Section 7 is amended by replacing “\$90” in the second paragraph by “\$135”.

**5.** Section 8 is replaced by the following:

“**8.** When a case is discontinued or fully settled or a hearing is postponed at the request of a party, an arbitrator is entitled to fees at the rate set by section 2 as indemnity, determined as follows:

(1) 1 hour if the event occurs between 90 and 61 days before the date of the hearing;

(2) 2 hours if the event occurs between 60 and 31 days before the date of the hearing;

(3) 4 hours if the event occurs between 30 and 11 days before the date of the hearing;

(4) 6 hours if the event occurs between 10 days or less before the date of the hearing.”.

**6.** The following is added after section 9:

“**9.1.** The fees provided for in section 2 and the travel allowance provided for in section 7 are adjusted on 1 January of each year by a rate corresponding to the annual change in the average all-items Consumer Price Index for Québec without alcoholic beverages, tobacco products and recreational cannabis for the 12-month period ending on 30 September of the year preceding that for which the fees and travel allowance must be adjusted.

Such fees and travel allowance, so adjusted, are decreased to the nearest dollar if they include a dollar fraction under \$0.50; they are increased to the nearest dollar if they include a dollar fraction equal to or over \$0.50.

Despite the first paragraph, such fees and travel allowance are not adjusted if, in the previous year, they were set or increased otherwise than under this section.

The Minister informs the public of the result of the adjustment made under this section in Part 1 of the *Gazette officielle du Québec* and by any other means the Minister considers appropriate.”.

**7.** Section 10 is amended by inserting “, and adjusted in accordance with section 9.1” at the end.

**8.** This Regulation applies to the grievances and disputes submitted to arbitration whose activities take place on or after (*insert the date of coming into force of this Regulation*).

**9.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105192

---

## Erratum

---

**M.O., 2021-07**

**Order number V-1.1-2021-07 of the Minister  
of Finance dated 23 June 2021**

Securities Act  
(chapter V-1.1)

CONCERNING the Regulation 25-102 respecting  
Designated Benchmarks and Benchmark  
Administrators

*Gazette officielle du Québec*, Part 2, July 7, 2021,  
Volume 153, No. 27, page 2586.

On page 2588, the regulation should read as follows:

## **“REGULATION 25-102 RESPECTING DESIGNATED BENCHMARKS AND BENCHMARK ADMINISTRATORS**

### Securities Act

(chapter V-1.1, s. 331.1, par. (1), (3), (8), (9.1), (9.2.1), (9.3), (9.5), (9.6), (11), (19), (19.1), (19.3), (19.5), (26), (32), (32.0.1) and (34), and s. 331.2)

*Note: The text box in this Regulation located after subsection 1(6) refers to terms defined in securities legislation. This text box does not form part of this Regulation.*

## **PART 1 DEFINITIONS AND INTERPRETATION**

### **Definitions and interpretation**

**1.** (1) In this Regulation,

“benchmark individual” means any DBA individual who participates in the provision of, or overseeing the provision of, a designated benchmark;

“board of directors” includes, in the case of a person that does not have a board of directors, a group that acts in a capacity similar to a board of directors;

“contributing individual” means an individual who contributes input data, as an employee or agent, on behalf of a benchmark contributor;

“CSAE 3000” means Canadian Standard on Assurance Engagements 3000 *Attestation Engagements Other than Audits or Reviews of Historical Financial Information*, as amended from time to time;

“CSAE 3001” means Canadian Standard on Assurance Engagements 3001 *Direct Engagements*, as amended from time to time;

“CSAE 3530” means Canadian Standard on Assurance Engagements 3530 *Attestation Engagements to Report on Compliance*, as amended from time to time;

“CSAE 3531” means Canadian Standard on Assurance Engagements 3531 *Direct Engagements to Report on Compliance*, as amended from time to time;

“DBA individual” means an individual who is

- (a) a director, officer or employee of a designated benchmark administrator, or
- (b) an agent of a designated benchmark administrator who performs services on behalf of the designated benchmark administrator;

“designated benchmark” means a benchmark that is designated for the purposes of this Regulation by a decision of the securities regulatory authority;

“designated benchmark administrator” means

(a) in Québec, a benchmark administrator that is subject to securities legislation by a decision of the securities regulatory authority, except the Bank of Canada, and

(b) in every other jurisdiction, a benchmark administrator that is designated for the purposes of this Regulation by a decision of the securities regulatory authority;

“designated critical benchmark” means a benchmark that is designated for the purposes of this Regulation as a “critical benchmark” by a decision of the securities regulatory authority;

“designated interest rate benchmark” means a benchmark that is designated for the purposes of this Regulation as an “interest rate benchmark” by a decision of the securities regulatory authority;

“designated regulated-data benchmark” means a benchmark that is designated for the purposes of this Regulation as a “regulated-data benchmark” by a decision of the securities regulatory authority;

“expert judgment” means the discretion exercised by

(a) a designated benchmark administrator with respect to the use of input data in determining a benchmark, and

(b) a benchmark contributor with respect to input data;

“input data” means data in respect of any measurement of one or more assets, interests or elements, including, but not limited to, the value or price of the asset, interest or element, if that data is contributed, or otherwise obtained, by a designated benchmark administrator for the purpose of determining a designated benchmark;

“ISAE 3000” means International Standard on Assurance Engagements 3000 (Revised), *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*, as amended from time to time;

“limited assurance report on compliance” means

(a) a public accountant’s limited assurance report, on management’s statement that a person complied with the applicable subject requirements, if the report is prepared in accordance with CSAE 3000 and CSAE 3530 or ISAE 3000, or

(b) a public accountant’s limited assurance report, on the compliance of a person with the applicable subject requirements, if the report is prepared in accordance with CSAE 3001 and CSAE 3531 or ISAE 3000;

“management’s statement” means a statement of management of a designated benchmark administrator or a benchmark contributor, as applicable;

“methodology” means a document describing how a designated benchmark administrator determines a designated benchmark;

“reasonable assurance report on compliance” means

(a) a public accountant’s reasonable assurance report, on management’s statement that a person complied with the applicable subject requirements, if the report is prepared in accordance with CSAE 3000 and CSAE 3530 or ISAE 3000, or

(b) a public accountant’s reasonable assurance report, on the compliance of a person with the applicable subject requirements, if the report is prepared in accordance with CSAE 3001 and CSAE 3531 or ISAE 3000;

“subject requirements” means

- (a) paragraphs 32(1)(a) and (b),
- (b) paragraphs 33(1)(a) and (b),
- (c) paragraphs 36(1)(a) and (b),
- (d) paragraphs 37(1)(a) and (b), and
- (e) paragraphs 38(1)(a), (b) and (c);

“transaction data” means the data in respect of a price, rate, index or value representing transactions

- (a) between persons each of which is not an affiliated entity of one another, and
- (b) occurring in an active market subject to competitive supply and demand forces.

(2) Terms defined in Regulation 21-101 respecting Marketplace Operation (chapter V-1.1, r. 5) and used in this Regulation have the respective meanings ascribed to them in that Regulation.

(3) For the purposes of this Regulation, input data is considered to have been contributed to a designated benchmark administrator if

(a) it is not reasonably available to

(i) the designated benchmark administrator, or

(ii) another person, other than the benchmark contributor, for the purpose of providing the input data to the designated benchmark administrator, and

(b) it is provided to the designated benchmark administrator or the other person referred to in subparagraph (a)(ii) for the purpose of determining a benchmark.

(4) For the purposes of this Regulation, a designated benchmark administrator is considered to have provided a designated benchmark if any of the following apply:

(a) the administrator collects, analyzes, processes or otherwise uses the input data for the purposes of determining the benchmark;

(b) the administrator determines the benchmark through the application of the methodology applicable to the benchmark;

(c) the administrator administers any other arrangements for determining the benchmark.

(5) Subject to subsections (6), (7) and (8), Appendix A contains definitions of terms used in this Regulation.

(6) Subsection (5) does not apply in Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan.

*Note: In Alberta, New Brunswick, Nova Scotia, Ontario and Saskatchewan, the terms in Appendix A are defined in securities legislation.*

(7) In British Columbia, the definitions of “benchmark” and “benchmark contributor” in the Securities Act (R.S.B.C. 1996, c. 418) apply to this Regulation.

(8) In Québec, the definitions of “benchmark” and “benchmark administrator” in the Securities Act (chapter V-1.1) apply to this Regulation.

(9) In this Regulation, a person is an affiliated entity of another person if either of the following applies:

(a) one is the subsidiary of the other;

(b) each is a subsidiary of, or controlled by, the same person.

(10) For the purposes of paragraph (9)(b), a person (first person) controls another person (second person) if any of the following apply:

(a) the first person beneficially owns, or controls or directs, directly or indirectly, securities of the second person carrying votes that, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation;

(b) the second person is a partnership, other than a limited partnership, and the first person holds more than a 50% interest in the partnership;

(c) the second person is a limited partnership and the general partner of the limited partnership is the first person;

(d) the second person is a trust and the first person is a trustee of the trust.

## **PART 2**

### **DELIVERY REQUIREMENTS**

#### **Information on a designated benchmark administrator**

2. (1) In this section, the following terms have the same meaning as in section 1.1 of Regulation 52-107 respecting Acceptable Accounting Principles and Auditing Standards (chapter V-1.1, r. 25):

- (a) “accounting principles”;
- (b) “auditing standards”;
- (c) “U.S. GAAP”;
- (d) “U.S. PCAOB GAAS”.

(2) In this section, “parent issuer” means an issuer in respect of which a designated benchmark administrator is a subsidiary.

(3) A designated benchmark administrator must deliver to the regulator, except in Québec, or securities regulatory authority

(a) information that a reasonable person would consider describes the designated benchmark administrator’s organization, structure and administration of benchmarks, including, for greater certainty, a description of its policies and procedures required under this Regulation, conflicts of interest and potential conflicts of interest, any person referred to in section 13 to which a designated benchmark administrator has outsourced a function, service or activity in the provision of a designated benchmark, benchmark individuals, the officer referred to in section 6 and sources of revenue, and

(b) annual financial statements for the designated benchmark administrator’s most recently completed financial year that include all of the following:

(i) a statement of comprehensive income, a statement of changes in equity and a statement of cash flows for

(A) the most recently completed financial year, and

(B) the financial year, if any, immediately preceding the most recently completed financial year;

(ii) a statement of financial position at the end of each of the periods referred to in subparagraph (i);

(iii) notes to the annual financial statements.

(4) For the purposes of paragraph (3)(b), if a designated benchmark administrator is a subsidiary of a parent issuer, the designated benchmark administrator may instead deliver consolidated annual financial statements, for the most recently completed financial year of the parent issuer, that include all of the following:

(a) a statement of comprehensive income, a statement of changes in equity and a statement of cash flows for

(i) the most recently completed financial year, and

(ii) the financial year, if any, immediately preceding the most recently completed financial year;

(b) a statement of financial position at the end of each of the periods referred to in paragraph (a);

(c) notes to the annual financial statements.

(5) The annual financial statements delivered under paragraph (3)(b) or subsection (4) must be audited.

(6) The notes to the annual financial statements delivered under paragraph (3)(b) or subsection (4) must identify the accounting principles used to prepare the annual financial statements.

(7) The annual financial statements delivered under paragraph (3)(b) or subsection (4) must

(a) be prepared in accordance with one of the following accounting principles:

(i) Canadian GAAP applicable to publicly accountable enterprises;

(ii) Canadian GAAP applicable to private enterprises, if

(A) the financial statements consolidate any subsidiaries and account for significantly influenced investees and joint ventures using the equity method, and

(B) the designated benchmark administrator or parent issuer, as applicable, is a “private enterprise” as defined in the Handbook;

(iii) IFRS;

(iv) U.S. GAAP,

(b) be audited in accordance with one of the following auditing standards:

(i) Canadian GAAS;

(ii) International Standards on Auditing;

(iii) U.S. PCAOB GAAS, and

- (c) be accompanied by an auditor's report that,
  - (i) if subparagraph (b)(i) or (ii) applies, expresses an unmodified opinion,
  - (ii) if subparagraph (b)(iii) applies, expresses an unqualified opinion, and
  - (iii) identifies the auditing standards used to conduct the audit.
- (8) The information required under subsection (3) must be provided for the periods set out in, and be prepared in accordance with, Form 25-102F1 and must be delivered
  - (a) on or before the 30th day after the designated benchmark administrator is designated, and
  - (b) no later than 90 days after the end of each completed financial year of the designated benchmark administrator.
- (9) If any of the information delivered by a designated benchmark administrator under paragraph (3)(a) becomes inaccurate, and a reasonable person would consider the inaccuracy to be significant, the designated benchmark administrator must promptly deliver a completed amended Form 25-102F1 that includes the accurate information.

#### **Information on a designated benchmark**

- 3.** (1) A designated benchmark administrator must, for each designated benchmark that it administers, deliver to the regulator, except in Québec, or securities regulatory authority
- (a) information about the provision and distribution of the designated benchmark, including, for greater certainty, its procedures, methodologies and distribution model, and
  - (b) the code of conduct, if any, for the benchmark contributors.
- (2) The information required under subsection (1) must be provided for the periods set out in, and be prepared in accordance with, Form 25-102F2 and must be delivered
- (a) on or before the 30th day after the designated benchmark is designated, and
  - (b) no later than 90 days after the end of each completed financial year of the designated benchmark administrator.
- (3) If any of the information delivered by a designated benchmark administrator under paragraph (1)(a) in respect of a designated benchmark it administers becomes inaccurate, and a reasonable person would consider the inaccuracy to be significant, the designated benchmark administrator must promptly deliver a completed amended Form 25-102F2 that includes the accurate information.

**Submission to jurisdiction and appointment of agent for service of process**

4. (1) A designated benchmark administrator must, if the designated benchmark administrator is incorporated or organized under the laws of a foreign jurisdiction, submit to the non-exclusive jurisdiction of the judiciary and quasi-judicial and other administrative bodies of the local jurisdiction and appoint an agent for service of process in Canada in a jurisdiction in which the designated benchmark administrator is designated.

(2) The submission to jurisdiction and appointment required under subsection (1) must be prepared in accordance with Form 25-102F3 and must be delivered on or before the 30th day after the designated benchmark administrator is designated.

(3) A designated benchmark administrator, or a benchmark administrator referred to in subsection (4), must deliver an amended Form 25-102F3 containing updated information at least 30 days before the effective date of any change that would result in a change to the information provided in the Form.

(4) Subsection (3) applies to a benchmark administrator until the date that is 6 years after the date on which the benchmark administrator ceases to be a designated benchmark administrator.

**PART 3  
GOVERNANCE****Accountability framework requirements**

5. (1) A designated benchmark administrator must establish, document, maintain and apply an accountability framework of policies and procedures that are reasonably designed to

(a) ensure and evidence compliance with securities legislation relating to benchmarks, and

(b) for each designated benchmark it administers, ensure and evidence that the designated benchmark administrator follows the methodology applicable to the designated benchmark.

(2) An accountability framework referred to in subsection (1) must specify how the designated benchmark administrator complies with each of the following:

(a) Part 7;

(b) subsection 2(5), paragraph 18(1)(c), sections 32 and 36 and subsection 39(7) as they relate to internal review or audit, a public accountant's limited assurance report on compliance or a reasonable assurance report on compliance;

(c) the policies and procedures referred to in section 12.

**Compliance officer**

6. (1) A designated benchmark administrator must designate an officer to be responsible for monitoring and assessing compliance by the designated benchmark administrator and its DBA individuals with securities legislation relating to benchmarks.

(2) A designated benchmark administrator must not prevent or restrict the officer referred to in subsection (1) from directly accessing the designated benchmark administrator's board of directors or a member of the board of directors.

(3) An officer referred to in subsection (1) must do all of the following:

(a) monitor and assess compliance by the designated benchmark administrator and its DBA individuals with the accountability framework referred to in section 5, the control framework referred to in section 8 and securities legislation relating to benchmarks;

(b) at least once every 12 months, submit a report to the designated benchmark administrator's board of directors that describes

(i) the officer's activities referred to in paragraph (a),

(ii) compliance by the designated benchmark administrator and its DBA individuals with the accountability framework referred to in section 5, the control framework referred to in section 8 and securities legislation relating to benchmarks, and

(iii) whether the designated benchmark administrator has followed the methodology applicable to each designated benchmark it administers;

(c) submit a report to the designated benchmark administrator's board of directors as soon as reasonably possible if the officer becomes aware of any circumstances indicating that the designated benchmark administrator or its DBA individuals might not be in compliance with securities legislation relating to benchmarks and any of the following apply:

(i) a reasonable person would consider that the suspected non-compliance, if actual, poses a significant risk of financial loss to a benchmark user or to any other person;

(ii) a reasonable person would consider that the suspected non-compliance, if actual, poses a significant risk of harm to the integrity of capital markets;

(iii) a reasonable person would consider that the suspected non-compliance, if actual, is part of a pattern of non-compliance.

(4) An officer referred to in subsection (1) must not participate in any of the following:

(a) the provision of a designated benchmark;

(b) the determination of compensation for any DBA individuals, other than for a DBA individual who reports directly to the officer.

- (5) An officer referred to in subsection (1) must certify that a report submitted under paragraph (3)(b) is accurate and complete.
- (6) A designated benchmark administrator must not provide a payment or other financial incentive to an officer referred to in subsection (1), or any DBA individual who reports directly to the officer, if the payment or other financial incentive would create a conflict of interest.
- (7) A designated benchmark administrator must establish, document, maintain and apply policies and procedures reasonably designed to ensure compliance with subsection (6).
- (8) A designated benchmark administrator must deliver to the regulator, except in Québec, or securities regulatory authority, promptly after it is submitted to the board of directors, a report referred to in paragraph (3)(b) or (c).

### **Oversight committee**

- 7. (1) In this section, “oversight committee” means the committee referred to in subsection (2).
- (2) A designated benchmark administrator must establish and maintain a committee to oversee the provision of a designated benchmark.
- (3) The oversight committee must not include any individual who is a member of the board of directors of the designated benchmark administrator.
- (4) The oversight committee must provide a copy of its recommendations on benchmark oversight to the board of directors of the designated benchmark administrator.
- (5) A designated benchmark administrator must establish, document, maintain and apply policies and procedures regarding the structure and mandate of the oversight committee.
- (6) The board of directors of a designated benchmark administrator must appoint the members of the oversight committee.
- (7) A designated benchmark administrator must not distribute information relating to a designated benchmark unless its board of directors has
  - (a) approved the policies and procedures referred to in subsection (5), and
  - (b) approved the procedures referred to in paragraph (8)(d).
- (8) The oversight committee must, for each designated benchmark that the designated benchmark administrator administers, do all of the following:
  - (a) review the methodology of the designated benchmark at least once every 12 months and consider if any changes to the methodology are required;
  - (b) oversee any changes to the methodology of the designated benchmark, including requesting that the designated benchmark administrator consult with benchmark contributors or benchmark users on any significant changes to the methodology of the designated benchmark;

(c) oversee the management and operation of the designated benchmark, including the designated benchmark administrator's control framework referred to in section 8;

(d) review and approve procedures for any cessation of the designated benchmark, including procedures governing consultations about a cessation of the designated benchmark;

(e) oversee any person referred to in section 13 to which a designated benchmark administrator has outsourced a function, service or activity in the provision of the designated benchmark, including calculation agents and dissemination agents;

(f) assess any report resulting from an internal review or audit, or any public accountant's limited assurance report on compliance or reasonable assurance report on compliance;

(g) monitor the implementation of any remedial actions relating to an internal review or audit, or any public accountant's limited assurance report on compliance or reasonable assurance report on compliance;

(h) keep minutes of its meetings;

(i) if the designated benchmark is based on input data from a benchmark contributor,

(i) oversee the designated benchmark administrator's establishment, documentation, maintenance and application of the code of conduct referred to in section 23,

(ii) monitor each of the following:

(A) the input data;

(B) the contribution of input data by the benchmark contributor;

(C) the actions of the designated benchmark administrator in challenging or validating contributions of input data,

(iii) take reasonable measures regarding any breach of the code of conduct referred to in section 23 to mitigate the impact of the breach and prevent additional breaches in the future, if a reasonable person would consider that the breach is significant, and

(iv) promptly notify the board of directors of the designated benchmark administrator of any breach of the code of conduct referred to in section 23, if a reasonable person would consider that the breach is significant.

(9) If the oversight committee becomes aware that the board of directors of the designated benchmark administrator has acted or intends to act contrary to any recommendations or decisions of the oversight committee, the oversight committee must record that fact in the minutes of its next meeting.

(10) If the oversight committee becomes aware of any of the following, the oversight committee must promptly report it to the regulator, except in Québec, or securities regulatory authority:

(a) any misconduct by the designated benchmark administrator in relation to the provision of a designated benchmark, if a reasonable person would consider that the misconduct is significant;

(b) any misconduct by a benchmark contributor in respect of a designated benchmark that is based on input data from the benchmark contributor, if a reasonable person would consider that the misconduct is significant;

(c) any input data that

(i) a reasonable person would consider is anomalous or suspicious, and

(ii) is used in determining the benchmark or is contributed by a benchmark contributor.

(11) The oversight committee, and each of its members, must carry out its, and their, actions and duties under this Regulation with integrity.

(12) A member of the oversight committee must disclose in writing to the committee the nature and extent of any conflict of interest the member has in respect of the designated benchmark or the designated benchmark administrator.

### **Control framework**

**8.** (1) In this section, “control framework” means the policies, procedures and controls referred to in subsections (2), (3) and (4).

(2) A designated benchmark administrator must establish, document, maintain and apply policies, procedures and controls that are reasonably designed to ensure that a designated benchmark is provided in accordance with this Regulation.

(3) Without limiting the generality of subsection (2), a designated benchmark administrator must ensure that its control framework includes controls relating to all of the following:

(a) management of operational risk, including any risk of financial loss, disruption or damage to the reputation of the designated benchmark administrator from any failure of its information technology systems;

(b) business continuity and disaster recovery plans;

(c) contingency procedures in the event of a disruption to the provision of the designated benchmark or the process applied to provide the designated benchmark.

- (4) A designated benchmark administrator must establish, document, maintain and apply policies, procedures and controls reasonably designed to
- (a) ensure that benchmark contributors comply with the code of conduct referred to in section 23 and the standards for input data in the methodology of the designated benchmark,
  - (b) monitor input data before any publication relating to the designated benchmark, and
  - (c) validate input data after publication to identify errors and anomalies.
- (5) A designated benchmark administrator must promptly provide written notice to the regulator, except in Québec, or securities regulatory authority describing any security incident or any systems issue relating to a designated benchmark it administers, if a reasonable person would consider that the security incident or systems issue is significant.
- (6) A designated benchmark administrator must review and update its control framework on a reasonably frequent basis and at least once every 12 months.
- (7) A designated benchmark administrator must make its control framework available, on request and free of charge, to any benchmark user.

### **Governance requirements**

9. (1) A designated benchmark administrator must establish and document its organizational structure.
- (2) The organizational structure referred to in subsection (1) must establish well-defined roles and responsibilities for each person involved in the provision of a designated benchmark administered by the designated benchmark administrator.
- (3) A designated benchmark administrator must establish, document, maintain and apply policies and procedures reasonably designed to ensure that each of its benchmark individuals
- (a) has the necessary skills, knowledge, experience, reliability and integrity for the duties assigned to the individual, and
  - (b) is subject to adequate management and supervision.
- (4) A designated benchmark administrator must ensure that any information published by the benchmark administrator relating to a designated benchmark is approved by a manager of the designated benchmark administrator.

### **Conflicts of interest**

10. (1) A designated benchmark administrator must establish, document, maintain and apply policies and procedures that are reasonably designed to
- (a) identify and eliminate or manage conflicts of interest involving the designated benchmark administrator and its managers, benchmark contributors, benchmark users, DBA individuals and any affiliated entity of the designated benchmark administrator,

(b) ensure that the exercise of expert judgment by the benchmark administrator or DBA individuals is independently and honestly exercised,

(c) protect the integrity and independence of the provision of a designated benchmark,

(d) ensure that an officer referred to in section 6, or any DBA individual who reports directly to the officer, does not receive compensation or other financial incentive from which conflicts of interest arise or that otherwise adversely affect the integrity of the benchmark determination, and

(e) ensure that each of its benchmark individuals is not subject to undue influence, undue pressure or conflicts of interest, including, for greater certainty, ensuring that each of the benchmark individuals

(i) is not subject to compensation or performance evaluations from which conflicts of interest arise or that otherwise adversely affect the integrity of the benchmark determination,

(ii) does not have any financial interests, relationships or business connections that adversely affect the integrity of the designated benchmark administrator,

(iii) does not contribute to a determination of a designated benchmark by way of engaging in bids, offers or trades on a personal basis or on behalf of market participants, except as permitted under the policies and procedures of the designated benchmark administrator, and

(iv) is subject to policies and procedures to prevent the exchange of information that might affect a designated benchmark with the following, except as permitted under the policies and procedures of the designated benchmark administrator:

(A) any other DBA individual if that individual is involved in an activity that results in a conflict of interest or a potential conflict of interest,

(B) a benchmark contributor or any other person.

(2) A designated benchmark administrator must establish, document, maintain and apply policies and procedures that are reasonably designed to keep separate, operationally, the business of a designated benchmark administrator relating to the designated benchmark it administers, and its benchmark individuals, from any other business activity of the designated benchmark administrator if the designated benchmark administrator becomes aware of a conflict of interest or a potential conflict of interest involving the business of the designated benchmark administrator relating to any designated benchmark.

(3) A designated benchmark administrator must promptly publish a description of a conflict of interest, or a potential conflict of interest, in respect of a designated benchmark

(a) if a reasonable person would consider the risk of harm to any person arising from the conflict of interest, or the potential conflict of interest, is significant, and

(b) on becoming aware of the conflict of interest, or the potential conflict of interest, including, for greater certainty, a conflict or potential conflict arising from the ownership or control of the designated benchmark administrator.

(4) A designated benchmark administrator must ensure that the policies and procedures referred to in subsection (1)

(a) take into account the nature and categories of the designated benchmarks it administers and the risks that each designated benchmark poses to capital markets and benchmark users,

(b) protect the confidentiality of information provided to or produced by the designated benchmark administrator, subject to the disclosure requirements under Part 5, and

(c) identify and eliminate or manage conflicts of interest, including, for greater certainty, those that arise as a result of

(i) expert judgment or other discretion exercised in the benchmark determination process,

(ii) the ownership or control of the designated benchmark administrator or any affiliated entity of the designated benchmark administrator, and

(iii) any other person exercising control or direction over the designated benchmark administrator in relation to determining the designated benchmark.

(5) If a designated benchmark administrator fails to apply or follow a policy or procedure referred to in subsection (4), and a reasonable person would consider the failure to be significant, the designated benchmark administrator must promptly provide written notice of the significant failure to the regulator, except in Québec, or securities regulatory authority.

### **Reporting of contraventions**

**11.** (1) A designated benchmark administrator must establish, document, maintain and apply systems and controls reasonably designed to detect and promptly report to the regulator, except in Québec, or securities regulatory authority any conduct by a DBA individual or a benchmark contributor that might involve the following:

(a) manipulation or attempted manipulation of a designated benchmark;

(b) provision or attempted provision of false or misleading information in respect of a designated benchmark.

(2) A designated benchmark administrator must establish, document, maintain and apply policies and procedures for its DBA individuals to report any contravention of securities legislation relating to benchmarks to the officer referred to in section 6.

(3) A designated benchmark administrator must promptly provide written notice to the regulator, except in Québec, or securities regulatory authority describing any conduct that it, or any of its DBA individuals, becomes aware of that might involve the following:

- (a) manipulation or attempted manipulation of a designated benchmark;
- (b) provision or attempted provision of false or misleading information in respect of a designated benchmark.

### **Complaint procedures**

12. (1) A designated benchmark administrator must establish, document, maintain, apply and publish policies and procedures reasonably designed to ensure that the designated benchmark administrator receives, investigates and resolves complaints relating to a designated benchmark, including, for greater certainty, complaints in respect of each of the following:

- (a) whether a determination of a designated benchmark accurately and reliably represents that part of the market or economy the benchmark is intended to represent;
- (b) whether a determination of a designated benchmark was made in accordance with the methodology of the designated benchmark;
- (c) the methodology of a designated benchmark or any proposed change to the methodology.

(2) A designated benchmark administrator must do all of the following:

- (a) provide a written copy of the complaint procedures at no cost to any person on request;
- (b) investigate a complaint in a timely and fair manner;
- (c) communicate the outcome of the investigation of a complaint to the complainant within a reasonable period;
- (d) conduct the investigation of a complaint independently of persons who might have been involved in the subject matter of the complaint.

### **Outsourcing**

13. (1) A designated benchmark administrator must not outsource a function, service or activity relating to the administration of a designated benchmark in such a way as to significantly impair any of the following:

- (a) the designated benchmark administrator's control over the provision of the designated benchmark;
- (b) the ability of the designated benchmark administrator to comply with securities legislation relating to benchmarks.

(2) A designated benchmark administrator that outsources a function, service or activity in the provision of a designated benchmark must establish, document, maintain and apply policies and procedures reasonably designed to ensure that

(a) the person performing the function or activity or providing the service has the ability, capacity, and any authorization required by law, to perform the outsourced function or activity, or provide the service, reliably and effectively,

(b) the designated benchmark administrator maintains records documenting the identity and the tasks of the person performing the function or activity or providing the service and that those records are available in a manner that permits them to be provided to the regulator or, in Québec, the securities regulatory authority, in a reasonable period,

(c) the designated benchmark administrator and the person to which a function, service or activity is outsourced enter into a written agreement that

(i) imposes service level requirements on the person,

(ii) allows the designated benchmark administrator to terminate the agreement when appropriate,

(iii) requires the person to disclose to the designated benchmark administrator any development that may have a significant impact on the person's ability to perform the

outsourced function or activity, or provide the outsourced service, in compliance with applicable law,

(iv) requires the person to cooperate with the regulator, except in Québec, or securities regulatory authority regarding a compliance review or investigation involving the outsourced function, service or activity,

(v) allows the designated benchmark administrator to directly access

(A) the books, records and other documents related to the outsourced function, service or activity, and

(B) the business premises of the person, and

(vi) requires the person to keep sufficient books, records and other documents to record its activities relating to the designated benchmark and to provide the designated benchmark administrator with copies of those books, records and other documents on request,

(d) the designated benchmark administrator takes reasonable measures if the administrator becomes aware of any circumstances indicating that the person to which a function, service or activity is outsourced might not be performing the outsourced function or activity, or providing the outsourced service, in compliance with this Regulation or with the agreement referred to in paragraph (c),

(e) the designated benchmark administrator conducts reasonable supervision of the outsourced function, service or activity and manages any risks to the designated benchmark administrator or to the accuracy or reliability of the designated benchmark resulting from the outsourcing,

(f) the designated benchmark administrator retains the expertise that a reasonable person would consider necessary to conduct reasonable supervision of the outsourced function, service or activity and to manage any risks to the designated benchmark administrator or to the accuracy or reliability of the designated benchmark resulting from the outsourcing, and

(g) the designated benchmark administrator takes steps, including developing contingency plans, that a reasonable person would consider necessary to avoid or mitigate operational risk related to the person performing the function or activity or providing the service.

(3) A designated benchmark administrator that outsources a function, service or activity in the provision of a designated benchmark must ensure that the regulator, except in Québec, or securities regulatory authority has reasonable access to

(a) the applicable books, records and other documents of the person performing the function or activity or providing the service, and

(b) the applicable business premises of the person performing the function or activity or providing the service.

#### **PART 4 INPUT DATA AND METHODOLOGY**

##### **Input data**

14. (1) A designated benchmark administrator must establish, document, maintain and apply policies and procedures reasonably designed to ensure that all of the following are satisfied in respect of input data used in the provision of a designated benchmark:

(a) the input data, in aggregate, is sufficient to provide a designated benchmark that accurately and reliably represents that part of the market or economy the designated benchmark is intended to represent;

(b) the input data will continue to be reliably available;

(c) if appropriate transaction data is available to satisfy paragraphs (a) and (b), the input data is transaction data;

(d) if appropriate transaction data is not available to satisfy paragraphs (a) and (b), the designated benchmark administrator uses, in accordance with the methodology of the designated benchmark, relevant and appropriate estimated prices, quotes or other values as input data;

(e) the input data is capable of being verified as being accurate, reliable and complete.

(2) A designated benchmark administrator must establish, document, maintain and apply policies, procedures and controls that are reasonably designed to ensure that input data for a designated benchmark is accurate, reliable and complete and that include all of the following:

(a) criteria for determining who may act as benchmark contributors and contributing individuals;

(b) a process for determining benchmark contributors and contributing individuals;

(c) a process for assessing a benchmark contributor's compliance with the code of conduct referred to in section 23;

(d) a process for applying measures that a reasonable person would consider appropriate in the event of a benchmark contributor failing to comply with the code of conduct referred to in section 23;

(e) if appropriate, a process for stopping a benchmark contributor from contributing further input data;

(f) a process for verifying input data to ensure its accuracy, reliability and completeness.

(3) If a reasonable person would consider that the input data results in a designated benchmark that does not accurately and reliably represent that part of the market or economy the designated benchmark is intended to represent, the designated benchmark administrator must do either of the following:

(a) within a reasonable time, change the input data, the benchmark contributors or the methodology of the designated benchmark in order to ensure that the designated benchmark accurately and reliably represents that part of the market or economy the designated benchmark is intended to represent;

(b) cease to provide the designated benchmark.

(4) A designated benchmark administrator must promptly provide written notice to the regulator, except in Québec, or securities regulatory authority if the designated benchmark administrator is required to take an action under paragraph (3)(a) or (b).

(5) A designated benchmark administrator must publish both of the following:

(a) the policies and procedures referred to in subsection (1) regarding the types of input data, the priority of use of the different types of input data and the exercise of expert judgment in the determination of a designated benchmark;

(b) the methodology of the designated benchmark.

**Contribution of input data**

**15.** (1) For the purpose of paragraph 14(1)(a) in respect of a designated benchmark that is based on input data from benchmark contributors, the designated benchmark administrator must obtain, if a reasonable person would consider it to be appropriate, input data from a representative sample of benchmark contributors.

(2) A designated benchmark administrator must not use input data from a benchmark contributor if

(a) a reasonable person would consider that the benchmark contributor has breached the code of conduct referred to in section 23, and

(b) a reasonable person would consider that the breach is significant.

(3) If the circumstances referred to in subsection (2) occur, and if a reasonable person would consider it to be appropriate, a designated benchmark administrator must obtain alternative representative data in accordance with the policies and procedures referred to in subsection 16(3).

(4) If input data is contributed from any front office of a benchmark contributor, or of an affiliated entity of a benchmark contributor, that performs any activities that relate to or might affect the input data, the designated benchmark administrator must

(a) obtain information from other sources, if reasonably available, that confirms the accuracy, reliability and completeness of the input data in accordance with its policies and procedures, and

(b) ensure that the benchmark contributor has in place internal oversight and verification procedures that a reasonable person would consider adequate.

(5) In this section, “front office” means any department, division or other internal grouping of a benchmark contributor, or any employee or agent of a benchmark contributor, that performs any pricing, trading, sales, marketing, advertising, solicitation, structuring or brokerage activities on behalf of the benchmark contributor.

**Methodology**

**16.** (1) A designated benchmark administrator must not follow a methodology for determining a designated benchmark unless all of the following apply:

(a) the methodology is sufficient to provide a designated benchmark that accurately and reliably represents that part of the market or economy the designated benchmark is intended to represent;

(b) the methodology identifies how and when expert judgment may be exercised in the determination of the designated benchmark;

(c) the accuracy and reliability of the methodology, with respect to determinations made under it, is capable of being verified, including, if appropriate, by back-testing;

(d) the methodology is reasonably designed to ensure that a determination under the methodology can be made in all reasonable circumstances, without compromising the accuracy and reliability of the methodology;

(e) a determination under the methodology is capable of being verified as being accurate, reliable and complete.

(2) A designated benchmark administrator must not implement a methodology for a designated benchmark unless the methodology,

(a) when it is prepared, takes into account all of the applicable characteristics of that part of the market or economy the designated benchmark is intended to represent,

(b) if applicable, determines what constitutes an active market for the purposes of the designated benchmark, and

(c) establishes the priority to be given to different types of input data.

(3) A designated benchmark administrator must establish, document, maintain, apply and publish policies and procedures that

(a) identify the circumstances in which the quantity or quality of input data falls below the standards necessary for the methodology to provide a designated benchmark that accurately and reliably represents that part of the market or economy the designated benchmark is intended to represent, and

(b) indicate whether and how the designated benchmark is to be determined in those circumstances.

### **Proposed significant changes to methodology**

17. (1) In this section, “significant change” means a change that a reasonable person would consider to be significant.

(2) A designated benchmark administrator must not implement a significant change to a methodology for determining a designated benchmark, unless all of the following apply:

(a) the designated benchmark administrator has published notice of the proposed significant change to the methodology of a designated benchmark;

(b) the designated benchmark administrator has provided a means for benchmark users and other members of the public to comment on the proposed significant change and its effect on the designated benchmark;

- (c) the designated benchmark administrator has published
    - (i) any comments received, unless the commenter has requested that its comments be held in confidence,
    - (ii) the name of each commenter, unless a commenter has requested that its name be held in confidence, and
    - (iii) the designated benchmark administrator's response to the comments that are published;
  - (d) the designated benchmark administrator has published notice of implementation of any significant change to the methodology of the designated benchmark.
- (3) For the purposes of subsection (2),
- (a) the notice under paragraph (2)(a) must be published on a date that provides benchmark users and other members of the public with reasonable time to consider and comment on the proposed change,
  - (b) the publication of comments under paragraph (2)(c) may permit a part of a written comment to be excluded from publication if both of the following apply:
    - (i) the designated benchmark administrator considers that disclosure of that part of the comment would be seriously prejudicial to the interests of the designated benchmark administrator or would contravene privacy laws;
    - (ii) the designated benchmark administrator includes, with the publication, a description of the nature of the comment, and
  - (c) the notice under paragraph (2)(d) must be published sufficiently before the effective date of the change to provide benchmark users and other members of the public with reasonable time to consider the implementation of the significant change.

## **PART 5 DISCLOSURE**

### **Disclosure of methodology**

- 18.** (1) A designated benchmark administrator must publish all of the following in respect of the methodology of a designated benchmark:
- (a) the information that
    - (i) a reasonable benchmark contributor might need in order to carry out its responsibilities as a benchmark contributor, and

(ii) a reasonable benchmark user might need in order to evaluate whether the designated benchmark accurately and reliably represents that part of the market or economy the designated benchmark is intended to represent;

(b) an explanation of all of the elements of the methodology, including, for greater certainty, the following:

(i) a description of the designated benchmark and of that part of the market or economy the designated benchmark is intended to represent;

(ii) the currency or other unit of measurement of the designated benchmark;

(iii) the criteria used by the designated benchmark administrator to select the sources of input data used to determine the designated benchmark;

(iv) the types of input data used to determine the designated benchmark and the priority given to each type;

(v) a description of the benchmark contributors and the criteria used to determine the eligibility of a benchmark contributor;

(vi) a description of the constituents of the designated benchmark and the criteria used to select and give weight to them;

(vii) any minimum liquidity requirements for the constituents of the designated benchmark;

(viii) any minimum requirements for the quantity of input data, and any minimum standards for the quality of input data, used to determine the designated benchmark;

(ix) provisions that identify how and when expert judgment may be exercised in the determination of the designated benchmark;

(x) whether the designated benchmark takes into account any reinvestment of dividends paid on securities that are included in the designated benchmark;

(xi) if the methodology may be changed periodically to ensure the designated benchmark continues to accurately and reliably represent that part of the market or economy the designated benchmark is intended to represent, all of the following:

(A) any criteria to be used to determine when such a change is necessary;

(B) any criteria to be used to determine the frequency of such a change;

(C) any criteria to be used to rebalance the constituents of the designated benchmark as part of making such a change;

(xii) the potential limitations of the methodology and details of any methodology to be used in exceptional circumstances, including in the case of an illiquid market or in periods of stress or if transaction data may be inaccurate, unreliable or incomplete;

(xiii) a description of the roles of any third parties involved in data collection for, or in the calculation or dissemination of, the designated benchmark;

(xiv) the model or method used for the extrapolation and any interpolation of input data;

(c) the process for the internal review and approval of the methodology and the frequency of such reviews and approvals;

(d) the process referred to in section 17 for making significant changes to the methodology;

(e) examples of the types of changes that may constitute a significant change to the methodology.

(2) A designated benchmark administrator must provide written notice to the regulator, except in Québec, or securities regulatory authority of a proposed significant change to the methodology of a designated benchmark referred to in section 17 at least 45 days before the significant change is implemented.

(3) Subsection (2) does not apply with respect to a proposal to make a significant change to a methodology of a designated benchmark referred to in section 17 if

(a) the proposal is intended to be implemented within 45 days of the decision to make the change,

(b) the proposal is intended to preserve the integrity, accuracy or reliability of the designated benchmark or the independence of the designated benchmark administrator, and

(c) the designated benchmark administrator promptly, after making the decision to make the significant change, provides written notice to the regulator, except in Québec, or securities regulatory authority of the proposed significant change.

### **Benchmark statement**

**19.** (1) In this section, “benchmark statement” means a written statement that includes all of the following:

(a) a description of that part of the market or economy the designated benchmark is intended to represent, including, for greater certainty, the following:

(i) the geographical area, if any, of that part of the market or economy the designated benchmark is intended to represent;

(ii) any other information that a reasonable person would consider to be useful to help existing or potential benchmark users to understand the relevant features of that part of the market or economy the designated benchmark is intended to represent, including both of the following, to the extent that accurate and reliable information is available:

(A) information on existing or potential participants in that part of the market or economy the designated benchmark is intended to represent;

(B) an indication of the dollar value of that part of the market or economy the designated benchmark is intended to represent;

(b) an explanation of the circumstances in which the designated benchmark might, in the opinion of a reasonable person, not accurately and reliably represent that part of the market or economy the designated benchmark is intended to represent;

(c) information that sets out all of the following:

(i) the elements of the methodology of the designated benchmark in relation to which expert judgment may be exercised by the designated benchmark administrator or any benchmark contributor;

(ii) the circumstances in which expert judgment would be exercised by the designated benchmark administrator or any benchmark contributor;

(iii) the job title of the individuals who are authorized to exercise expert judgment;

(d) whether the expert judgment referred to in paragraph (c) will be evaluated by the designated benchmark administrator or the benchmark contributor and the parameters that will be used to conduct the evaluation;

(e) notice that factors, including external factors beyond the control of the designated benchmark administrator, could necessitate changes to, or the cessation of, the designated benchmark;

(f) notice that changes to, or the cessation of, the designated benchmark could have an impact on contracts and instruments that reference the designated benchmark or on the measurement of the performance of an investment fund that references the designated benchmark;

(g) an explanation of all key terms used in the statement that relate to the designated benchmark and its methodology;

(h) the rationale for adopting the methodology for determining the designated benchmark;

(i) the procedures for the review and approval of the methodology of the designated benchmark;

(j) a summary of the methodology of the designated benchmark, including, for greater certainty, the following, if applicable:

(i) a description of the types of input data to be used;

(ii) the priority given to different types of input data;

(iii) the minimum data needed to determine the designated benchmark;

(iv) the use of any models or methods of extrapolation of input data;

- (v) any criteria for rebalancing the constituents of the designated benchmark;
  - (vi) any other restrictions or limitations on the exercise of expert judgment;
  - (k) the procedures that govern the provision of the designated benchmark in periods of market stress or when transaction data might be inaccurate, unreliable or incomplete, and the potential limitations of the designated benchmark during those periods;
  - (l) the procedures for dealing with errors in input data or in the determination of the designated benchmark, including when a re-determination of the designated benchmark is required;
  - (m) potential limitations of the designated benchmark, including its operation in illiquid or fragmented markets and the possible concentration of input data.
- (2) No later than 15 days after the designation of a designated benchmark, the designated benchmark administrator of the designated benchmark must publish a benchmark statement.
- (3) A designated benchmark administrator must, with respect to each designated benchmark it administers, review the applicable benchmark statement at least every 2 years.
- (4) If there is a change to the information required under this section in a benchmark statement, and if a reasonable person would consider the change to be significant, the designated benchmark administrator must promptly update the benchmark statement to reflect the change.
- (5) If the benchmark statement is updated under subsection (4), the designated benchmark administrator must promptly publish the updated benchmark statement.

#### **Changes to and cessation of a designated benchmark**

- 20.** (1) A designated benchmark administrator must not cease to provide a designated benchmark, unless the designated benchmark administrator has provided notice of the cessation on a date that provides benchmark users and other members of the public with reasonable time to consider the impact of the cessation.
- (2) A designated benchmark administrator must publish, simultaneously with the benchmark statement referred to in subsection 19(2), the procedures it will follow in the event of a significant change to the methodology or provision of the designated benchmark it administers, or the cessation of the designated benchmark, including procedures for advance notice of the implementation of a significant change or a cessation.
- (3) If a designated benchmark administrator makes a significant change to the procedures referred to in subsection (2), the designated benchmark administrator must promptly publish the changed procedures.

**Registrants, reporting issuers and recognized entities**

**21.** (1) If a person uses a designated benchmark, and if a significant change to the methodology or provision of the benchmark, or the cessation of the benchmark, could have a significant impact on the person, a security issued by the person or a derivative to which the person is a party, the person must establish and maintain a written plan setting out the actions that the person will take in the event of any of the following:

- (a) a significant change to the methodology or provision of the designated benchmark;
- (b) a cessation of the designated benchmark.

(2) Subsection (1) does not apply unless the person is any of the following:

- (a) a registrant;
- (b) a reporting issuer;
- (c) a recognized exchange;
- (d) a recognized quotation and trade reporting system;

(e) a recognized clearing agency within the meaning of Regulation 24-102 respecting Clearing Agency Requirements (chapter V-1.1, r. 8.01).

(3) Subsection (1) does not apply with respect to a security issued or a derivative entered into before the date this Regulation comes into force.

(4) If a reasonable person would consider it appropriate, a person referred to in subsection (1) must

(a) identify, in the plan referred to in subsection (1), one or more benchmarks suitable as substitutes for the designated benchmark, and

(b) indicate why the substitution would be suitable.

(5) If a reasonable person would consider it appropriate, a person referred to in subsection (1) must refer to the plan referred in subsection (1) in any security issued by the person, or any derivative to which the person is a party, that references the designated benchmark.

**Publishing and disclosing**

**22.** If, under this Regulation, a designated benchmark administrator is required to publish a document or information, or disclose a document or information to a benchmark user or benchmark contributor, the designated benchmark administrator must publicly include the document or information on the designated benchmark administrator's website in a prominent manner and, for greater certainty, free of charge.

## **PART 6**

### **BENCHMARK CONTRIBUTORS**

#### **Code of conduct for benchmark contributors**

**23.** (1) If a designated benchmark is determined using input data from a benchmark contributor, the designated benchmark administrator of the designated benchmark must establish, document, maintain and apply a code of conduct that specifies the responsibilities of the benchmark contributor with respect to the contribution of input data.

(2) A designated benchmark administrator must include in the code of conduct referred to in subsection (1) all of the following:

(a) a description of the input data to be provided and the requirements necessary to ensure that input data is provided in accordance with sections 14 and 15;

(b) the method by which a benchmark contributor will confirm the identity of each contributing individual who might contribute input data;

(c) the method by which the designated benchmark administrator will confirm the identity of a benchmark contributor and any contributing individual;

(d) the procedures that a benchmark contributor will use to determine who is suitable to be authorized as a contributing individual;

(e) the procedures that a benchmark contributor will use to ensure that the benchmark contributor contributes all relevant input data;

(f) a description of the procedures, systems and controls that a benchmark contributor will establish, document, maintain and apply, including the following:

(i) procedures for contributing input data;

(ii) specifying whether input data is transaction data;

(iii) confirming whether input data conforms to the designated benchmark administrator's requirements;

(iv) procedures for the exercise of expert judgment in contributing input data;

(v) if the designated benchmark administrator requires the validation of input data before it is contributed, the requirement;

(vi) a requirement to maintain records relating to its activities as a benchmark contributor;

(vii) a requirement that the benchmark contributor report to the designated benchmark administrator any instance when a reasonable person would consider that a contributing individual, acting on a behalf of the benchmark contributor or any other benchmark contributor, has contributed input data that is inaccurate, unreliable or incomplete;

(viii) a requirement to identify and eliminate or manage conflicts of interest and potential conflicts of interest that may affect the integrity, accuracy or reliability of the designated benchmark;

(ix) a procedure for the designation of an officer of the benchmark contributor who is to be responsible for monitoring and assessing compliance by the benchmark contributor and its employees with the code of conduct and securities legislation relating to benchmarks;

(x) a requirement that the benchmark contributor's officer referred to in subparagraph (ix) and the benchmark contributor's chief compliance officer not be prevented or restricted from directly accessing the benchmark contributor's board of directors.

(3) A designated benchmark administrator must establish, document, maintain and apply policies and procedures reasonably designed to, at least once every 12 months and promptly after any change to the code of conduct referred to in subsection (1), assess whether each benchmark contributor to a designated benchmark that it administers is complying with the code of conduct.

#### **Governance and control requirements for benchmark contributors**

**24.** (1) A benchmark contributor to a designated benchmark must establish, document, maintain and apply policies and procedures reasonably designed to ensure all of the following:

(a) input data contributed by the benchmark contributor is not affected by any conflict of interest or potential conflict of interest involving the benchmark contributor or its employees, officers, directors or agents, if a reasonable person would consider that the input data might be inaccurate, unreliable or incomplete;

(b) if expert judgment is exercised by the benchmark contributor in contributing input data, the benchmark contributor exercises the expert judgment independently, in good faith and in compliance with the code of conduct referred to in section 23.

(2) A benchmark contributor to a designated benchmark must establish, document, maintain and apply policies, procedures and controls reasonably designed to ensure the accuracy, reliability and completeness of each contribution of input data, including policies, procedures and controls governing all of the following:

(a) the manner in which the input data is contributed in compliance with this Regulation and the code of conduct referred to in section 23;

(b) who may contribute input data, including, as applicable, a process for approval by an individual holding a position senior to that of a contributing individual;

(c) training for contributing individuals with respect to compliance with this Regulation;

(d) the identification and elimination or management of conflicts of interest and potential conflicts of interest, including, for greater certainty,

(i) policies, procedures and controls that are reasonably designed to keep separate, operationally or otherwise, contributing individuals from employees or agents whose responsibilities include transacting in a contract, derivative, instrument or security that uses the designated benchmark for reference;

(ii) policies, procedures and controls that are reasonably designed to prevent contributing individuals from receiving compensation or other financial incentive from which conflicts of interest arise, including for greater certainty, conflicts of interest that adversely affect the accuracy, reliability and completeness of each contribution of input data.

(3) Before a benchmark contributor contributes input data for a designated benchmark, the benchmark contributor must

(a) establish, document, maintain and apply policies and procedures reasonably designed to establish criteria, including any restrictions or limitations, for the exercise of expert judgment, and

(b) if expert judgment is exercised in relation to input data, retain records that record the rationale for any decision made to exercise that expert judgment, the rationale applied in the exercise of the expert judgment and the manner of the exercise of the expert judgment.

(4) A benchmark contributor that contributes input data for a designated benchmark must keep, for a period of 7 years from the date the record was made or received by the designated benchmark administrator, whichever is later, records relating to all of the following:

(a) communications, including, for greater certainty, telephone conversations, in relation to the contribution of input data;

(b) all information used or considered by the benchmark contributor in making each contribution, including details of contributions made and the names of contributing individuals;

(c) the records relating to expert judgment referred to in paragraph 3(b);

(d) all documentation relating to the identification and elimination or management of conflicts of interest and potential conflicts of interest;

(e) a description of the potential for financial loss or gain of the benchmark contributor and each contributing individual to financial instruments that reference the designated benchmark for which it acts as a benchmark contributor;

(f) any internal or external review of the benchmark contributor, including, for greater certainty, each limited assurance report on compliance or reasonable assurance report on compliance required under this Regulation.

- (5) A benchmark contributor that contributes input data for a designated benchmark must
- (a) cooperate with the designated benchmark administrator in the review and supervision of the provision of the designated benchmark, including, for greater certainty, cooperation in connection with any limited assurance report on compliance or reasonable assurance report on compliance required under this Regulation, and
  - (b) make available the records kept in accordance with subsection (4) to all of the following:
    - (i) the designated benchmark administrator;
    - (ii) a public accountant involved with the preparation of a limited assurance report on compliance or reasonable assurance report on compliance required under this Regulation.

#### **Compliance officer for benchmark contributors**

25. (1) A benchmark contributor that contributes input data for a designated benchmark must designate an officer of the benchmark contributor who is to be responsible for monitoring and assessing compliance by the benchmark contributor and its employees with the code of conduct referred to in section 23, this Regulation and securities legislation relating to benchmarks.

(2) A benchmark contributor must not prevent or restrict the officer referred to in subsection (1) and its chief compliance officer from directly accessing the benchmark contributor's board of directors or a member of the board of directors.

### **PART 7 RECORD KEEPING**

#### **Books, records and other documents**

26. (1) A designated benchmark administrator must keep the books, records and other documents that are necessary to account for its activities as a designated benchmark administrator, its business transactions and its financial affairs relating to its designated benchmarks.

(2) A designated benchmark administrator must keep books, records and other documents of the following:

- (a) all input data, including how the data was used;
- (b) if data is rejected as input data for a designated benchmark despite the data conforming to the methodology of the designated benchmark, the rationale for rejecting the input data;
- (c) the methodology of each designated benchmark administered by the designated benchmark administrator;
- (d) any exercise of expert judgment by the designated benchmark administrator in the determination of a designated benchmark, including the basis for the exercise of expert judgment;
- (e) changes in or deviations from policies, procedures, controls or methodologies;

- (f) the identities of contributing individuals and of benchmark individuals;
  - (g) all documents relating to a complaint;
  - (h) communications, including, for greater certainty, telephone conversations, between any benchmark individual and benchmark contributors or contributing individuals in respect of a designated benchmark administered by the designated benchmark administrator.
- (3) A designated benchmark administrator must keep the records referred to in subsection (2) in a form that
- (a) identifies the manner in which the determination of a designated benchmark was made, and
  - (b) enables an audit, review or evaluation of any input data, calculation, or exercise of expert judgment, including in connection with any limited assurance report on compliance or reasonable assurance report on compliance.
- (4) A designated benchmark administrator must retain the books, records and other documents required to be maintained under this section
- (a) for a period of 7 years from the date the record was made or received by the designated benchmark administrator, whichever is later,
  - (b) in a safe location and a durable form, and
  - (c) in a manner that permits those books, records and other documents to be provided promptly on request to the regulator, except in Québec, or securities regulatory authority.

## **PART 8**

### **DESIGNATED CRITICAL BENCHMARKS, DESIGNATED INTEREST RATE BENCHMARKS AND DESIGNATED REGULATED-DATA BENCHMARKS**

#### **DIVISION 1 Designated critical benchmarks**

##### **Administration of a designated critical benchmark**

27. (1) If a designated benchmark administrator decides to cease providing a designated critical benchmark, the designated benchmark administrator must
- (a) promptly notify the regulator, except in Québec, or securities regulatory authority, and
  - (b) not more than 4 weeks after notifying the regulator, except in Québec, or securities regulatory authority, submit a plan to the regulator, except in Québec, or securities regulatory authority for how the designated critical benchmark can be transitioned to another designated benchmark administrator or cease to be provided.

(2) Following the submission of the plan referred to paragraph (1)(b), a designated benchmark administrator must continue to provide the designated critical benchmark until one or more of the following have occurred:

(a) the provision of the designated critical benchmark has been transitioned to another designated benchmark administrator;

(b) the designated benchmark administrator receives notice from the regulator, except in Québec, or securities regulatory authority authorizing the cessation;

(c) the designation of the designated benchmark has been revoked or varied to reflect that the designated benchmark is no longer a designated critical benchmark;

(d) 12 months have elapsed from the submission of the plan referred to in paragraph (1)(b), unless, before the expiration of the period, the regulator, except in Québec, or securities regulatory authority has provided written notice that the written notice has been extended.

#### **Access**

**28.** A designated benchmark administrator of a designated critical benchmark must take reasonable steps to ensure that benchmark users and potential benchmarks users have direct access to the designated critical benchmark on a fair, reasonable, transparent and non-discriminatory basis.

#### **Assessment**

**29.** A designated benchmark administrator of a designated critical benchmark must, at least once every 2 years, submit to the regulator, except in Québec, or securities regulatory authority an assessment of the capability of the designated critical benchmark to accurately and reliably represent that part of the market or economy the designated critical benchmark is intended to represent.

#### **Benchmark contributor to a designated critical benchmark**

**30.** (1) If a benchmark contributor to a designated critical benchmark decides it will cease contributing input data, it must promptly notify in writing the designated benchmark administrator that administers the designated critical benchmark.

(2) A benchmark contributor that is required to give notice under subsection (1) must continue contributing input data until the earlier of

(a) the date referred to in subparagraph (3)(b)(ii), and

(b) 6 months after the notice referred to in subsection (1) is received by the designated benchmark administrator that administers the designated critical benchmark.

(3) If a designated benchmark administrator receives a notice referred to in subsection (1), the designated benchmark administrator must

(a) promptly notify the regulator, except in Québec, or securities regulatory authority of the decision referred to in subsection (1), and

(b) no later than 14 days after receipt of the notice,

(i) submit to the regulator, except in Québec, or securities regulatory authority an assessment of the impact of the benchmark contributor ceasing to contribute input data on the capability of the designated critical benchmark to accurately and reliably represent that part of the market or economy the designated benchmark is intended to represent, and

(ii) notify in writing the benchmark contributor of the date after which the designated benchmark administrator no longer requires the benchmark contributor to contribute input data, if that date is less than 6 months after the date the designated benchmark administrator received the notice referred to in subsection (1).

### **Oversight committee**

**31.** (1) For a designated critical benchmark, at least half of the members of the oversight committee referred to in section 7 must be independent of the designated benchmark administrator and any affiliated entity of the designated benchmark administrator.

(2) For the purposes of subsection (1), a member of the oversight committee is not independent if any of the following apply:

(a) other than as compensation for acting as a member of the oversight committee, the member accepts any consulting, advisory or other compensatory fee from the designated benchmark administrator or any affiliated entity of the designated benchmark administrator;

(b) the member is a DBA individual or an employee or agent of any affiliated entity of the designated benchmark administrator;

(c) the member has a relationship with the designated benchmark administrator that may, in the opinion of the board of directors of the designated benchmark administrator, be expected to interfere with the exercise of the member's independent judgment.

(3) The oversight committee referred to in section 7 must

(a) publish details of its membership, declarations of any conflicts of interest of its members, and the processes for election or nomination of its members, and

(b) hold at least one meeting every 4 months.

**Assurance report on designated benchmark administrator**

**32.** (1) A designated benchmark administrator must engage a public accountant to provide, as specified by the oversight committee referred to in section 7, either a limited assurance report on compliance or a reasonable assurance report on compliance, in respect of each designated critical benchmark it administers, regarding the designated benchmark administrator's

- (a) compliance with sections 5, 8 to 16 and 26, and
- (b) following of the methodology applicable to the designated critical benchmark.

(2) A designated benchmark administrator must ensure an engagement referred to in subsection (1) occurs once every 12 months.

(3) A designated benchmark administrator must, within 10 days of the receipt of a report referred to in subsection (1), publish the report and deliver a copy of the report to the regulator, except in Québec, or securities regulatory authority.

**Assurance report on benchmark contributor**

**33.** (1) If required by the oversight committee referred to in section 7 as a result of a concern with the conduct of a benchmark contributor to a designated critical benchmark, the benchmark contributor must engage a public accountant to provide, as specified by the oversight committee, either a limited assurance report on compliance or a reasonable assurance report on compliance regarding the conduct of the benchmark contributor and its

- (a) compliance with section 24, and
- (b) following of the methodology applicable to the designated critical benchmark.

(2) A benchmark contributor must, within 10 days of the receipt of a report referred to in subsection (1), deliver a copy of the report to

- (a) the oversight committee referred to in section 7,
- (b) the board of directors of the designated benchmark administrator, and
- (c) the regulator, except in Québec, or securities regulatory authority.

**DIVISION 2 Designated interest rate benchmarks****Order of priority of input data**

**34.** For the purposes of subsection 14(1) and paragraph 14(5)(a), if a designated interest rate benchmark is based on a contribution of input data from a benchmark contributor, input data for the determination of the designated interest rate benchmark must be used by the designated benchmark administrator in accordance with the order of priority specified in the methodology of the designated interest rate benchmark.

**Oversight committee**

**35.** (1) For a designated interest rate benchmark, at least half of the members of the oversight committee referred to in section 7 must be independent of the designated benchmark administrator and any affiliated entity of the designated benchmark administrator.

(2) For the purposes of subsection (1), a member of the oversight committee is not independent if any of the following apply:

(a) other than as compensation for acting as a member of the oversight committee, the member accepts any consulting, advisory or other compensatory fee from the designated benchmark administrator or any affiliated entity of the designated benchmark administrator;

(b) the member is a DBA individual or an employee or agent of any affiliated entity of the designated benchmark administrator;

(c) the member has a relationship with the designated benchmark administrator that may, in the opinion of the board of directors of the designated benchmark administrator, be expected to interfere with the exercise of the member's judgment.

(3) The oversight committee referred to in section 7 must

(a) publish details of its membership, any declarations of any conflicts of interest of its members, and the processes for election or nomination of its members, and

(b) hold at least one meeting every 4 months.

**Assurance report on designated benchmark administrator**

**36.** (1) A designated benchmark administrator must engage a public accountant to provide, as specified by the oversight committee referred to in section 7, a limited assurance report on compliance, or a reasonable assurance report on compliance, in respect of each designated interest rate benchmark it administers, regarding the designated benchmark administrator's

(a) compliance with sections 5, 8 to 16, 26 and 34, and

(b) following of the methodology of the designated interest rate benchmark.

(2) A designated benchmark administrator must ensure an engagement referred to in subsection (1) occurs for the first time 6 months after the introduction of a code of conduct for benchmark contributors referred to in section 23 and subsequently once every 2 years.

(3) A designated benchmark administrator must, within 10 days of the receipt of a report referred to in subsection (1), publish the report and deliver a copy of the report to the regulator, except in Québec, or securities regulatory authority.

**Assurance report on benchmark contributor required by oversight committee**

**37.** (1) If required by the oversight committee referred to in section 7 as a result of a concern with the conduct of a benchmark contributor to a designated interest rate benchmark, the benchmark contributor must engage a public accountant to provide, as specified by the oversight committee, either a limited assurance report on compliance or a reasonable assurance report on compliance, regarding the conduct of the benchmark contributor and its

- (a) compliance with sections 24 and 39, and
- (b) following of the methodology of the designated interest rate benchmark.

(2) The benchmark contributor must, within 10 days of the receipt of a report referred to in subsection (1), deliver a copy of the report to

- (a) the oversight committee referred to in section 7,
- (b) the board of directors of the designated benchmark administrator, and
- (c) the regulator, except in Québec, or securities regulatory authority.

**Assurance report on benchmark contributor required at certain times**

**38.** (1) A benchmark contributor to a designated interest rate benchmark must engage a public accountant to provide, as specified by the oversight committee referred to in section 7, a limited assurance report on compliance, or a reasonable assurance report on compliance, regarding the conduct and input data of the benchmark contributor and its

- (a) compliance with sections 24 and 39,
- (b) following of the methodology of the designated interest rate benchmark, and
- (c) following of the code of conduct referred to in section 23.

(2) A benchmark contributor must ensure an engagement referred to in subsection (1) occurs for the first time 6 months after the introduction of a code of conduct for benchmark contributors referred to in section 23 and subsequently once every 2 years.

(3) The benchmark contributor must, within 10 days of the receipt of a report referred to in subsection (1), deliver a copy of the report to

- (a) the oversight committee referred to in section 7,
- (b) the board of directors of the designated benchmark administrator, and
- (c) the regulator, except in Québec, or securities regulatory authority.

**Benchmark contributor policies and procedures**

**39.** (1) Subsections (2) to (7) do not apply to a person except in respect of a designated interest rate benchmark.

(2) A contributing individual of the benchmark contributor and a manager of that contributing individual must provide a written statement to the benchmark contributor and the designated benchmark administrator that the contributing individual and the manager will comply with the code of conduct referred to in section 23.

(3) A benchmark contributor must establish, document, maintain and apply policies, procedures and controls reasonably designed to ensure the following:

(a) that there is an outline of responsibilities within the benchmark contributor's organization, including internal reporting lines and accountabilities;

(b) the maintenance of a current list of the names and locations of contributing individuals and managers and their alternates;

(c) that there are internal procedures governing contributions of input data and the approval of contributions of input data, including keeping a record for each daily or other contribution of input data that shows:

(i) how the procedures were applied, and

(ii) all qualitative and quantitative factors, including market data and expert judgment, used for each contribution of input data;

(d) that there are disciplinary procedures to address the following conduct of a person, including, for greater certainty, a person that is external to the process governing contributions of input data:

(i) the manipulation or attempted manipulation of a designated benchmark, or the failure to report the manipulation or attempted manipulation of a designated benchmark, to which the person is a benchmark contributor;

(ii) the provision or attempted provision of false or misleading information in respect of a designated benchmark, or the failure to report the provision or attempted provision of false or misleading information in respect of a designated benchmark, to which the person is a benchmark contributor;

(e) that there are conflict of interest identification and management procedures and communication controls, both within the benchmark contributor's organization and among benchmark contributors and other third parties, reasonably designed to avoid any external influence over those responsible for contributing input data, if a reasonable person would consider that the external influence might adversely affect the accuracy, reliability or completeness of the input data;

(f) that there is a requirement that contributing individuals employed by the benchmark contributor work in locations physically separated from interest rate derivatives traders;

(g) the prevention or control of the exchange of information between persons engaged in activities involving a conflict of interest or a potential conflict of interest, if a reasonable person would consider that the exchange of that information might adversely affect the accuracy, reliability or completeness of the input data contributed by a benchmark contributor;

(h) that there are requirements to avoid collusion

(i) among benchmark contributors, and

(ii) among benchmark contributors and the designated benchmark administrator;

(i) that there are measures to prevent, or limit, any person from exercising influence over the way a contributing individual contributes input data, if a reasonable person would consider that the influence might adversely affect the accuracy, reliability or completeness of the input data;

(j) the removal of any direct connection between the remuneration of an employee involved in the contribution of input data and the remuneration of, or revenues generated by, a person engaged in another activity, if a conflict of interest exists or might arise in relation to the other activity;

(k) that there are controls to identify a reverse transaction subsequent to the contribution of input data.

(4) A benchmark contributor must keep, for a period of 7 years from the date the record was made or received by the benchmark contributor, whichever is later, records of all of the following:

(a) all details of contributions of input data that a reasonable person would consider relevant to demonstrate the accuracy, reliability and completeness of the input data;

(b) the process governing input data determination and the approval of contributions of input data, including the records referred to in paragraph (3)(c);

(c) the name of each contributing individual and the individual's responsibilities;

(d) any communications, including, for greater certainty, telephone conversations, between the contributing individuals and other persons, including internal and external traders and brokers, in relation to the determination or contribution of input data;

(e) any interaction of contributing individuals with the designated benchmark administrator or any calculation agent;

(f) any queries regarding the input data and the outcome of those queries;

(g) sensitivity analysis for interest rate swap trading books and any other derivative trading books with an exposure to interest rate fixings in respect of input data, if a reasonable person would consider that the exposure is significant;

- (h) the written statements referred to in subsection (2);
  - (i) the policies, procedures and controls referred to in subsection (3).
- (5) A benchmark contributor and a designated benchmark administrator must keep their records in a medium that allows records to be accessible and with a documented audit trail.
- (6) The benchmark contributor's officer referred to in section 25 or the benchmark contributor's chief compliance officer must report all the following to the benchmark contributor's board of directors on a reasonably frequent basis:
- (a) breaches of the code of conduct referred to in section 23;
  - (b) the failure to follow or apply the policies, procedures and controls referred to in subsection (3);
  - (c) reverse transactions subsequent to the contribution of input data.
- (7) A benchmark contributor that contributes input data to a designated interest rate benchmark must conduct, on a reasonably frequent basis, internal reviews of the benchmark contributor's input data and procedures.
- (8) A benchmark contributor to a designated interest rate benchmark must make available the information and records kept in accordance with subsection (4) to each of the following:
- (a) the designated benchmark administrator in connection with the assessment under subsection 23(3) or for the purposes of paragraph 24(5)(a);
  - (b) a public accountant involved with the preparation of a limited assurance report on compliance or reasonable assurance report on compliance required under this Regulation.

### **DIVISION 3 Designated regulated-data benchmarks**

#### **Non-application to designated regulated-data benchmarks**

40. A designated regulated-data benchmark is exempt from the following:
- (a) subsections 11(1) and (2);
  - (b) subsection 14(2);
  - (c) subsections 15(1), (2) and (3);
  - (d) sections 23, 24 and 25;
  - (e) paragraph 26(2)(a).

**PART 9  
DISCRETIONARY EXEMPTIONS**

**Exemptions**

41. (1) The regulator, except in Québec, or securities regulatory authority may grant an exemption from the provisions of this Regulation, in whole or in part, subject to such conditions or restrictions as may be imposed in the exemption.
- (2) Despite subsection (1), in Ontario, only the regulator may grant an exemption.
- (3) Except in Alberta and Ontario, an exemption referred to in subsection (1) is granted under the statute referred to in Appendix B of Regulation 14-101 respecting Definitions (chapter V-1.1, r. 3) opposite the name of the local jurisdiction.

**PART 10  
EFFECTIVE DATE**

**Effective date**

42. (1) This Regulation comes into force on July 13, 2021.
- (2) In Saskatchewan, despite subsection (1), if this Regulation is filed with the Registrar of Regulations after July 13, 2021, this Regulation comes into force on the day on which it is filed with the Registrar of Regulations.

**APPENDIX A**  
**DEFINITIONS APPLYING IN CERTAIN JURISDICTIONS**  
**(subsections 1(5) to (8))**

“benchmark” means a price, estimate, rate, index or value that is

(a) determined from time to time by reference to an assessment of one or more underlying interests,

(b) made available to the public, including, for greater certainty, either free of charge or on payment, and

(c) used for reference for any purpose, including for greater certainty,

(i) determining the interest payable, or other sums that are due, under a contract, derivative, instrument or security,

(ii) determining the value of a contract, derivative, instrument or security or the price at which it may be traded,

(iii) measuring the performance of a contract, derivative, investment fund, instrument or security, or

(iv) any other use by an investment fund;

“benchmark administrator” means a person that administers a benchmark;

“benchmark contributor” means a person that engages or participates in the provision of information for use by a benchmark administrator for the purpose of determining a benchmark;

“benchmark user” means a person that, in relation to a contract, derivative, investment fund, instrument or security, uses a benchmark.

**FORM 25-102F1**  
**DESIGNATED BENCHMARK ADMINISTRATOR ANNUAL FORM INSTRUCTIONS**

**Instructions**

- (1) *Terms used but not defined in this form have the meaning given to them in the Regulation.*
- (2) *Unless otherwise specified, the information in this form must be presented as at the last day of the designated benchmark administrator's most recently completed financial year. If necessary, the designated benchmark administrator must update the information provided so it is not misleading when it is delivered. For information presented as at any date other than the last day of the designated benchmark administrator's most recently completed financial year, specify the relevant date in the form.*
- (3) *Designated benchmark administrators are reminded that it is an offence under securities legislation to give false or misleading information on this form.*

**Item 1. Name of Designated Benchmark Administrator**

State the name of the designated benchmark administrator.

**Item 2. Organization and Structure of Designated Benchmark Administrator**

Describe the organizational structure of the designated benchmark administrator, including, as applicable, an organizational chart that identifies the ultimate and intermediate parent companies, subsidiaries, and material affiliated entities of the designated benchmark administrator (if any); an organizational chart showing the divisions, departments, and business units of the designated benchmark administrator; and an organizational chart showing the managerial structure of the designated benchmark administrator, including the officer referred to in section 6 of the Regulation and the oversight committee referred to in section 7 of the Regulation. Provide detailed information regarding the designated benchmark administrator's legal structure and ownership.

**Item 3. Designated Benchmark**

Provide the name of the designated benchmark.

**Item 4. Policies and Procedures re Confidential Information**

Unless previously provided, attach a copy of the most recent written policies and procedures established and maintained by the designated benchmark administrator to prevent the misuse of confidential information.

**Item 5. Policies and Procedures re Conflicts of Interest**

Unless previously provided, attach a copy of the most recent written policies and procedures established and maintained with respect to conflicts of interest and potential conflicts of interest.

**Item 6. Conflicts of Interest Arising from the Control or Ownership Structure of the Applicant**

(a) Describe any conflict of interest or potential conflict of interest that arises from the control or ownership structure of the designated benchmark administrator, or from any other activities of the designated benchmark administrator or any affiliated entity of the designated benchmark administrator, in relation to a designated benchmark administered by the designated benchmark administrator.

(b) Describe the designated benchmark administrator's policies and procedures to identify and eliminate or manage each conflict of interest or potential conflict of interest described in paragraph (a).

**Item 7. Policies and Procedures re Control Framework**

Describe the designated benchmark administrator's control framework referred to in section 8 of the Regulation and policies and procedures designed to ensure the quality of the designated benchmark.

**Item 8. Policies and Procedures re Complaints**

Describe the designated benchmark administrator's policies and procedures regarding complaints.

**Item 9. Policies and Procedures re Books, Records and Other Documents**

Describe the designated benchmark administrator's policies and procedures regarding record keeping.

**Item 10. Outsourcing**

Describe the designated benchmark administrator's policies and procedures regarding outsourcing and disclose the following information about any person referred to in section 13 of the Regulation to which a designated benchmark administrator has outsourced a function, service or activity in the provision of a designated benchmark (the "provider") and the individuals who supervise the provider:

- the identity of the provider and each of its key individual contacts;
- the total number of individuals who supervise the provider;
- a general description of the minimum qualifications required of the provider for any outsourcing;
- a general description of the minimum qualifications required of individuals who supervise the provider for any outsourcing, including education level and work experience.

**Item 11. Benchmark Individuals**

Disclose the following information about the benchmark individuals of the designated benchmark administrator and the individuals who supervise the benchmark individuals:

- the total number of benchmark individuals;
- the total number of supervisors of benchmark individuals;
- a general description of the minimum qualifications required of the benchmark individuals, including education level and work experience (if applicable, distinguish between junior, mid, and senior level benchmark individuals);
- a general description of the minimum qualifications required of the supervisors of benchmark individuals, including education level and work experience.

**Item 12. Compliance Officer**

Disclose the following information about the officer of the designated benchmark administrator referred to in section 6 of the Regulation:

- name;
- employment history;
- post-secondary education;
- whether employed full-time or part-time by the designated benchmark administrator.

**Item 13. Specified Revenue**

Disclose the following information, as applicable, regarding the designated benchmark administrator's aggregate revenue for the most recently completed financial year:

- revenue from determining the designated benchmark;
- revenue from determining any other benchmarks administered by the designated benchmark administrator (which may be provided as an aggregate number for all other benchmarks administered by the designated benchmark administrator);
- revenue from granting licences or rights to publish information about the designated benchmark;
- revenue from granting licences or rights to publish information about any other benchmarks administered by the designated benchmark administrator (which may be provided as an aggregate number for all other benchmarks administered by the designated benchmark administrator).

Include financial information on the revenue of the designated benchmark administrator divided into fees from benchmark and non-benchmark activities, including a comprehensive description of each.

This information is not required to be audited, but any disaggregation of revenue must be determined using the same accounting principles as the annual financial statements required by section 2 of the Regulation.

**Item 14. Financial Statements**

Attach a copy of the annual financial statements required under section 2 of the Regulation.

**Item 15. Verification Certificate**

Include a certificate of the designated benchmark administrator in the following form:

“The undersigned has executed this Form 25-102F1 Designated Benchmark Administrator Annual Form on behalf of, and on the authority of, [the designated benchmark administrator]. The undersigned, on behalf of [the designated benchmark administrator], represents that the information and statements contained in this Form, including appendices and attachments, all of which are incorporated into and form part of this Form, are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of the Designated Benchmark Administrator)

By: \_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature)”.  
\_\_\_\_\_

**FORM 25-102F2  
DESIGNATED BENCHMARK ANNUAL FORM****Instructions**

- (1) *Terms used but not defined in this form have the meaning given to them in the Regulation.*
- (2) *Unless otherwise specified, the information in this form must be presented as at the last day of the designated benchmark administrator's most recently completed financial year. If necessary, the designated benchmark administrator must update the information provided so it is not misleading when it is delivered. For information presented as at any date other than the last day of the designated benchmark administrator's most recently completed financial year, specify the relevant date in the form.*
- (3) *Designated benchmark administrators are reminded that it is an offence under securities legislation to give false or misleading information on this form.*

**Item 1. Name of Designated Benchmark Administrator**

State the name of the designated benchmark administrator.

**Item 2. Designated Benchmark**

Provide the name of the designated benchmark and whether it is also any of the following:

- interest rate benchmark;
- critical benchmark;
- regulated-data benchmark.

**Item 3. Benchmark Distribution Model**

Describe how the designated benchmark administrator makes the designated benchmark readily accessible for free or for a fee. If a person must pay a fee to obtain information about the designated benchmark made readily accessible by the designated benchmark administrator, provide a fee schedule or describe the prices charged.

**Item 4. Procedures and Methodologies**

Describe the procedures and methodologies used by the designated benchmark administrator to determine the designated benchmark. The description must be sufficiently detailed to provide an understanding of the processes employed by the designated benchmark administrator in determining the designated benchmark, including the following, as applicable:

- the public and non-public sources of information used in determining the designated benchmark, including information provided by benchmark contributors;

- procedures for monitoring, reviewing, and updating the designated benchmark,
- the methodologies, policies and procedures described in the Regulation.

A designated benchmark administrator may provide the location on its website where additional information about the methodologies, policies and procedures is located.

**Item 5. Code of Conduct for Benchmark Contributors**

Unless previously provided, attach a copy of any code of conduct for benchmark contributors.

**Item 6. Verification Certificate**

Include a certificate of the designated benchmark administrator in the following form:

“The undersigned has executed this Form 25-102F2 Designated Benchmark Annual Form on behalf of, and on the authority of, [the designated benchmark administrator]. The undersigned, on behalf of [the designated benchmark administrator], represents that the information and statements contained in this Form, including appendices and attachments, all of which are incorporated into and form part of this Form, are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of the Designated Benchmark Administrator)

By:

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature)”.  
\_\_\_\_\_

**FORM 25-102F3**  
**SUBMISSION TO JURISDICTION AND APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

1. Name of the designated benchmark administrator (the “DBA”):
2. Jurisdiction of incorporation, or equivalent, of the DBA:
3. Address of principal place of business of the DBA:
4. Name, email address, phone number and fax number of contact person at principal place of business of the DBA:
5. Name of agent for service of process (the “Agent”):
6. Agent’s address in Canada for service of process:
7. Name, email address, phone number and fax number of contact person of the Agent:
8. The DBA designates and appoints the Agent at the address of the Agent stated in Item 6 as its agent on whom may be served any notice, pleading, subpoena, summons or other process in any action, investigation or administrative, criminal, quasi-criminal, penal or other proceeding (a “proceeding”) arising out of, relating to or concerning the determination of a designated benchmark administered by the DBA or the obligations of the DBA as a designated benchmark administrator, and irrevocably waives any right to raise as a defence in any proceeding any alleged lack of jurisdiction to bring a proceeding.
9. The DBA irrevocably and unconditionally submits to the non-exclusive jurisdiction of
  - (a) the judiciary and quasi-judicial and other administrative bodies of each of the provinces and territories of Canada in which it is a designated benchmark administrator, and
  - (b) any judicial, quasi-judicial and other administrative proceeding in any such province or territory,in any proceeding arising out of or related to or concerning the determination of a designated benchmark administered by the DBA or the obligations of the DBA as a designated benchmark administrator.

10. This submission to jurisdiction and appointment of agent for service of process is governed by and construed in accordance with the laws of [insert province or territory of above address of Agent].

\_\_\_\_\_  
Signature of Designated Benchmark Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title of signing officer  
of Designated Benchmark Administrator

**AGENT**

The undersigned accepts the appointment as agent for service of process of [insert name of DBA] under the terms and conditions of the appointment of agent for service of process set out in this document.

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of person signing and, if Agent  
is not an individual, the title of the person”.

