

Agreement between joint tenants

IDENTIFICATION OF PARTIES¹

(Joint tenant name)

(Joint tenant name)

(Joint tenant name)

(Joint tenant name)

The joint tenants declare and agree to the following:

1. PRINCIPAL LEASE

The joint tenants are bound to the lessor by a lease for the period from

Year	Month	Day

 to

Year	Month	Day

IDENTIFICATION OF DWELLING

(Address of the dwelling)

2. TERM OF AGREEMENT

Unless the joint tenants decide otherwise, the term of this agreement shall be the same as that of the lease or the renewed lease.

3. FINANCIAL OBLIGATIONS AND USE OF THE PREMISES

a) The joint tenants agree to pay their respective shares of all amounts due under the lease or this agreement. Specifically, they agree to pay their respective shares of the following expenses:

	Name:	Name:	Name:	Name:
Rent	\$ or %	\$ or %	\$ or %	\$ or %
Parking	\$ or %	\$ or %	\$ or %	\$ or %
Electricity	\$ or %	\$ or %	\$ or %	\$ or %
Heating	\$ or %	\$ or %	\$ or %	\$ or %
Telephone	\$ or %	\$ or %	\$ or %	\$ or %
Cable	\$ or %	\$ or %	\$ or %	\$ or %
Internet	\$ or %	\$ or %	\$ or %	\$ or %
Insurance	\$ or %	\$ or %	\$ or %	\$ or %
Groceries	\$ or %	\$ or %	\$ or %	\$ or %
Other:	\$ or %	\$ or %	\$ or %	\$ or %
	\$ or %	\$ or %	\$ or %	\$ or %

b) The joint tenants agree to fulfill the conditions of the lease binding them to the lessor. Each shall act in good faith and behave reasonably so as not to disturb the normal use of the building.

¹ This contract has been drawn up by the lessees bound to the lessor by a lease, not by the occupants (see note on page 4).

c) The joint tenants may share the common areas in a reasonable and fair manner. They have exclusive use of the following part:

(Identify the exclusive part and enter the name of the user of that part)

Room # _____

Room # _____

Room # _____

Room # _____

d) Only the joint tenants have the right to live in the dwelling; other persons shall be admitted solely as visitors. The joint tenants may, however, decide otherwise if they are in agreement.

4. DECISION MAKING

a) Decisions pertaining to the usual affairs of the dwelling (e.g., division of household tasks, internet subscription) shall be made as follows:

☐ unanimously ☐ by majority rule

(IMPORTANT: check the appropriate box)

b) All decisions relating to the right to continue or cease living in the dwelling (e.g., notice of non-renewal of the lease) and decisions relating to the acceptance or refusal of a modification of a condition of the lease (e.g., notice of refusal of a rent increase) shall be made individually by each joint tenant, unless they decide otherwise, in accordance with the law.

A joint tenant who intends to give the lessor a notice provided for by law (e.g., notice of non-renewal of the lease) or who does not wish to respond to a notice from the lessor (e.g., response to a notice of rent increase) shall so advise the other joint tenant(s) before making any decision in this regard.

5. RECOURSES BETWEEN JOINT TENANTS BEFORE THE TRIBUNAL ADMINISTRATIF DU LOGEMENT

a) If a joint tenant fails to pay their share of the rent or other agreed expenses, the joint tenant(s) who made the payment may claim from them the amount paid, with interest and costs.

b) If a joint tenant fails to comply with this agreement or the principal lease, causing harm to another joint tenant, the latter may take the appropriate recourse against the former.

6. MOVABLES (see the appendix "Identification of movables")

The joint tenants agree to identify in an appendix the movable property provided by each, in order to facilitate the subsequent division of the property.

Unless otherwise stipulated in this agreement, a joint tenant who vacates the premises before the end of the lease shall remove their movable property and personal effects. Otherwise, the other joint tenant(s) may dispose of them as provided for by law.

7. ASSIGNMENT OR SUBLETTING

Note: Assignment and subletting, when allowed, are effective only after the lessor has been sent 15 days' notice in writing and given their consent, as required by law.

(IMPORTANT: check the box below that applies to your situation)

Given the specific reasons that led the joint tenants to sign a lease for a dwelling together, the joint tenants:

☐ **prohibit** each other from subletting their share of the dwelling or assigning their rights in the lease to a third party, without obtaining the consent of the other joint tenant(s).

☐ **agree** that they may each sublet their share of the dwelling or assign their rights in the lease.

7.1 PRIORITY OF ASSIGNMENT

A joint tenant who wishes to sublet their share of the dwelling or assign their rights in the lease shall first offer the other joint tenant(s) the possibility of becoming the assignee, by submitting a notice to the other tenant(s) to that effect. The joint tenant(s) still occupying the dwelling shall then respond to the notice within **five days** after having received it. In accepting the offer, the joint tenant(s) become(s) the assignee of the rights of the lessee vacating the premises. Consequently, they **shall assume the latter's obligations** — alone or with any other joint tenant(s), as the case may be — unless the lessee vacating the premises is replaced by another person as a joint tenant or an assignee. If the lessee(s) still occupying the dwelling refuse(s) the offer or fail(s) to respond to the notice by the five-day deadline, the lessee vacating the premises may immediately undertake to sublet or assign, in accordance with the terms and conditions set forth in clause 7.2 below.

7.2 TERMS AND CONDITIONS FOR EXERCISING THE RIGHT TO SUBLET OR ASSIGN

If a lessee still occupying the dwelling does not take advantage of the priority of assignment provided for in clause 7.1, the lessee vacating the premises may sublet their share of the dwelling or assign their rights in the lease to a third party of their choice, and whom they are responsible for finding. Before taking any step regarding the lessor, the lessee vacating the premises shall obtain the consent of the joint tenant(s), after having provided them with the candidate's name, address and telephone number. The joint tenant(s) may refuse the proposed candidate only if they have a valid reason for doing so, based on each person's context and personal situation. If a joint tenant does not respond within **five days** after receiving the notice, they are deemed to have accepted the candidate. The lessee vacating the premises shall then give the joint tenant(s) still occupying the dwelling **a copy of the notice sent to the lessor, a copy of the lessor's response and a copy of all documents signed by the candidate** (e.g., an assignment of lease agreement).

8. ADDITIONAL CLAUSES (attach an appendix as necessary)

Note: The joint tenants may draw up any clause they deem appropriate, provided there is no conflict with the lease. Such clauses might include the right to smoke or to have an animal, or not, in the dwelling, or assigning household tasks such as grocery shopping, dishes or vacuuming.

Moreover, the joint tenants agree to the following:

THE PARTIES SIGN (a duly signed copy of this agreement shall be provided to each joint tenant)

AT _____ on

Year	Month	Day

(Signature)

(Signature)

(Signature)

(Signature)

NOTES:

1. The joint tenants covered by this agreement may be a married couple, *de facto* spouses, relatives, friends, acquaintances, students, etc. The purpose of this agreement is to govern relations between the joint tenants; it has no impact on their rights and obligations under the lease nor on those of the lessor. **This agreement does not concern occupants who are not bound to the lessor by a principal lease.**
2. The parties to a sublease must use the mandatory lease form of the Tribunal administratif du logement.
3. Subletting and/or assignment are formally prohibited in some cases, such as in low-rental housing.
4. A guide on joint tenancy is available at all Tribunal administratif du logement offices.
5. A sample assignment of lease agreement is available from the Tribunal administratif du logement upon request.

APPENDIX

IDENTIFICATION OF MOVABLES (clause 6 of the agreement)

(e.g., a microwave, toaster, table, dishes, framed art)

(Signature)

(Signature)

(Signature)

(Signature)