

# 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 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 the increase)  
OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_%. (Enter the percentage increase)  
OR
- Your rent under the lease ending on 

Year	Month	Day

, 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 

Year	Month	Day

 to 

Year	Month	Day

 from

### 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 within **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 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)

# INFORMATION

Upon receipt of this notice, the lessee may respond in one of three ways:

1. **Accept** the renewal of the lease with the modifications.
2. **Refuse** the proposed modifications and **renew the lease**.
3. **Decline to renew their lease** and **vacate** the dwelling at the end of the lease.

**Note:** The objection to any proposed modification obligates the lessee to move out at the end of the lease in any of the following situations (art. 1945 and 1955 CCQ):

- The section of the lease relating to the restrictions on the right to have the rent fixed and the lease modified states that the dwelling is situated in a housing cooperative of which the lessee is a member; or
- The section of the lease relating to the restrictions on the right to have the rent fixed and the lease modified states that the dwelling is situated in a building that was constructed or has had its destination changed in the past five years.

Furthermore, if the lease was entered into on or after February 21, 2024, and the immovable was ready for its intended use as of that date, the lessor must also, in order to invoke the restriction on the right to have the rent fixed against the lessee, indicate in the lease the maximum rent that he will be able to impose in the 5 years following the date on which the immovable was ready for its intended use.

## Negotiation of an agreement

To help you negotiate a rent increase agreement, the Tribunal recommends using its tool **How to agree on the rent** and having invoices and accounts justifying the proposed increase. This tool is available from your local Tribunal office, and an interactive version is available on the Tribunal's website ([www.tal.gouv.qc.ca/en](http://www.tal.gouv.qc.ca/en)).

## Application to the Tribunal administratif du logement to fix the rent

If the lessee objects to the rent increase or the proposed modifications, the lessor may apply to the Tribunal administratif du logement, within one month of receiving the notice of objection, to have the rent fixed or for a ruling on any other modification of the lease. In principle, the lessor assumes the costs associated with filing his application. However, the lessee may be ordered to reimburse these costs if the Tribunal grants a rent increase at least equal to that requested in the notice AND the lessor has, prior to filing its application, allowed the lessee to have access to the relevant information in order to make an informed decision on the requested increase (e.g. by providing the lessee with the calculation sheet and the opportunity to consult the lessor's invoices). Other conditions may apply, depending on the circumstances. The lessee and the lessor must abide by the Tribunal's decision (new rent or new conditions). If the lessor does not apply to the Tribunal, the lease is renewed at the same rent and on the same conditions.

### Steps in the lease modification process and notice periods (arts. 1942, 1945 and 1947, C.C.Q.)

	Step 1: Lessor gives notice	Step 2: Lessee responds	Step 3: Lessor applies to the Tribunal administratif du logement
Lease of <b>12 months or more</b>	3 to 6 months before the end of the lease	Within 1 month of receiving the notice of modification.  <b>If the lessee does not respond, they are presumed to have agreed to the modification.</b>	Within 1 month of receiving the lessee's notice of objection.  Otherwise, the lease is renewed by operation of law on the same conditions.
Lease of less than <b>12 months</b>	1 to 2 months before the end of the lease		
Lease with an <b>indeterminate term</b>	1 to 2 months before the proposed modification		
Lease for a room	10 to 20 days before the end of a fixed-term lease or before the proposed modification if the lease is of indeterminate term		
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     Exceptions apply. See section F of your lease (art. 1955, C.C.Q.)                 </div>	