

# Notice of eviction for subdivision, enlargement or change of destination of a dwelling

This notice is given in accordance with article 1960 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.

**Note:** As of June 6, 2024, no lessee may be evicted for the enlargement, subdivision or change of destination of a dwelling for a period of three years, barring any exceptions. For further information, refer to the reverse side of the notice as well as the Tribunal's website.

## Notice to:

(Lessee name)

(Lessee name)

(Address of leased dwelling)

## You are hereby notified that, as the lessor, I intend to:

upon the expiry of your **fixed-term** lease ending on 

Year	Month	Day

OR

on 

Year	Month	Day

, your lease being of **indeterminate term**.

## proceed with:

- the subdivision of your dwelling.
- the substantial enlargement of your dwelling.
- the change of destination of your dwelling.

(state the new destination of the dwelling)

I therefore request that you vacate your dwelling on the effective date of the eviction.

Year	Month	Day

 \_\_\_\_\_  
(Lessor name – please print) (Lessor signature)

Year	Month	Day

 \_\_\_\_\_  
(Lessor name – please print) (Lessor signature)

## 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

The prohibition against evicting a lessee to enlarge, subdivide or change the destination of a dwelling applies to the eviction proceedings underway on June 6, 2024, **UNLESS**:

- the notice of eviction was sent before May 22, 2024;
- the notice of eviction was sent after May 21, 2024 and the lessee notified the lessor before June 6, 2024 of his intention to comply with it;
- the notice of eviction was sent after May 21, 2024 and the lessor applied to the Tribunal before June 6, 2024 for authorization to evict the lessee.

The prohibition against evicting a lessee does not apply IF:

- the eviction concerns a dwelling located in a part of the territory that has been exempted from the application of the prohibition measure and the notice of eviction was sent while that part of the territory was thus exempted;
- the aim of the eviction is to change the destination of a dwelling in a private seniors' residence and cessation of the operations of the residence has been authorized in accordance with the Act.

A lessee evicted in contravention of the prohibition may apply to the Tribunal to claim the indemnity payable under article 1965 C.C.Q., damages for any injury suffered and punitive damages.

For all eviction notices sent in compliance with the applicable exceptions, the lessee has **one month from the date of receipt** of this notice to notify the lessor whether or not he intends to comply with it. If the lessee does not respond, he is **deemed to have refused** to vacate the dwelling.

When exceptions do apply, the lessor of a dwelling may evict the lessee to subdivide the dwelling, enlarge it substantially or change its destination.

In such a case, he must give notice of the eviction to the lessee. If the lessee refuses or does not respond to the notice, the lessor can apply to the Tribunal for authorization to evict the lessee. This application must be made within one month of the refusal or expiry of the lessee's response period. The lessor shall then show the Tribunal that he truly intends to subdivide, enlarge or change the destination of the dwelling, that this is not a pretext for other purposes and that he is permitted to do so by law.

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.

The lessor shall pay to the evicted lessee reasonable moving expenses as well as an indemnity equal to one month's rent for each year of uninterrupted lease of the dwelling by the lessee, indemnity which may not however exceed an amount representing 24 months' rent or be less than an amount representing 3 months' rent.

If the lessee considers that the injury suffered warrants a greater indemnity, the lessee may apply to the Tribunal to have the amount fixed. Unless the Tribunal orders otherwise, the indemnity is payable at the expiry of the lease, and the moving expenses, on presentation of the vouchers. At the lessee's request, the Tribunal can also set a later date for the lessee's eviction.

The lessee may recover damages resulting from eviction whether or not he has consented to it, unless the lessor proves the Tribunal that the eviction was in good faith. The lessee may also apply for punitive damages against the person who has evicted him in bad faith. This application shall be brought before the Tribunal within a maximum time limit of three years from his knowledge of the facts which allow him to prove that the eviction was not warranted.

A dwelling that has been the subject of an eviction may not, without the authorization of the Tribunal, be leased or used for a purpose other than that for which the right was exercised. If the Tribunal gives authorization to lease the dwelling, it fixes the rent.

**NOTE:** A lessor may not evict a lessee if they or the lessee's spouse meets all of the following criteria at the time of eviction:

- They are 65 years of age or over.
- They have occupied the dwelling for at least 10 years.
- Their income is equal to or less than 125% of the maximum threshold to qualify for a dwelling in low-rental housing.

The Société d'habitation du Québec's website provides the maximum thresholds qualifying a lessee for a dwelling in low-rental housing.