

LEASE

of a Dwelling Intended
for a Person Pursuing Studies

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

This document incorporates legal and regulatory updates related to your lease. It allows you to understand the adjustments required in order to make commitments that comply with current requirements. As a result, these clauses replace those in the paper form currently in circulation.

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

The lessor 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:

☐ The room is located in an immovable erected five years ago or less.

The immovable became ready for habitation on

DayMonthYear

.

OR

☐ 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

DayMonthYear

.

Indicate the maximum rent that the lessor may impose on the student in the five years following the date on which the immovable is ready for its intended use:
\$ _____.

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

If one of the two boxes is checked off, the five-year period has not yet expired and, where required, the lessor has indicated the maximum rent that may be imposed, the student who refuses a lease modification requested by the lessor, such as an increase in rent, **must vacate** the room upon termination of the lease (particulars No. 42 and 44).

If neither of the two boxes is checked off or if one box is checked off but the lessor omitted to indicate the maximum rent that may be imposed where so required, the lease is renewed for the lessee who refuses a lease modification requested by the lessor and wishes to continue to live in the room. 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. 44 and 45).

These rules do not apply to a dwelling situated in a private seniors’ residence (or in another lodging facility where services of a personal nature provided to the lessee are provided to a senior) that is the subject of a change of destination while remaining offered for dwelling purposes (particular No. 4.1).

G | NOTICE TO A NEW STUDENT (arts. 1896, 1950 and 1955.1 C.C.Q.)

Mandatory notice to be given by the lessor at the time the lease is entered into, except if one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F).

Select the situation that applies:

☐ (1) I hereby notify 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 \$ _____.

☐ Per month ☐ Per week ☐ Other _____

OR

☐ (2) I hereby notify you that no rent has been paid for your room during the twelve months prior to the beginning of your lease. The last rent was paid on

DayMonthYear

 in the amount of \$ _____.

☐ Per month ☐ Per week ☐ Other _____

OR

☐ (3) The room was situated in a private seniors’ residence (or in another lodging facility providing services of a personal nature to the lessee) and was the subject of a change of destination while remaining offered for dwelling purposes.
The amount of rent charged under the previous lease was: \$ _____.

☐ Per month ☐ Per week ☐ Other _____

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 lessor did not give such notice at the time 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 the 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.

Where **situation (1)** or **(2)** applies, if the lessor makes a misrepresentation or knowingly fails to give notice, the student may demand that the lessor be condemned to pay punitive damages.

If **situation (3)** applies, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature provided to the lessee, accessories, dependencies and other benefits that will no longer be provided under the new lease. A new lessee who considers that the rent charged does not comply with the above may, within one month after entering into the lease, file an application to have the rent fixed by the Tribunal.

G

NOTICE TO A NEW STUDENT (arts. 1896, 1950 and 1955.1 C.C.Q.)

If situation (1) or (3) applies the leased property, the services offered by the lessor and the conditions of the lease are the same.

☐ Yes ☐ No

If the “No” box is checked off, indicate the modifications made (withdrawal of a service and/or addition of a service) and specify the cost of each added or withdrawn service if applicable:

Signature of the lessor

Day

Month

Year

Signature of student

Day

Month

Year

H

SIGNATURES

Signature of the lessor

Day

Month

Year

Signature of student

Day

Month

Year

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. surety).

Name (write legibly)

Signature

Capacity

Address of signatory

Day

Month

Year

PARTICULARS

In the case of differences between this document and the laws that apply to dwellings, the laws take priority. The term “lessor” refers to both the educational institution and the recognized owner. However, where the terms “educational institution” or “recognized owner” are used, they refer to the rights and obligations specific to such lessors.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessors (educational institutions or recognized owners) and student-lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978.4 of the *Civil Code of Québec* (C.C.Q.), and the specific rules pertaining to leases of dwellings intended for persons pursuing studies contained in articles 1979 to 1983.1.

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, 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. 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 Administrative Housing Tribunal* (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, resciliation 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, it shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, it 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 lessor and the student may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The lessor 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 to 1872, 1875, 1876, 1883 and 1892 to 2000 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 1983.1 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 lessor 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.).

Change of destination of a dwelling where services of a personal nature are provided to seniors

4.1 Where a dwelling situated in a private seniors’ residence (or in another lodging facility where services of a personal nature are provided to seniors) is the subject of a change of destination while remaining offered for dwelling purposes, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature, accessories, dependencies and other benefits that will no longer be provided under the new lease. The lessor may nevertheless adjust the rent according to the criteria prescribed by the regulations concerning the fixing of rent.

The lessor must, upon entering into the first lease following the change of destination, give the new lessee a notice indicating the rent charged under the previous lease and the services, accessories, dependencies and other benefits provided under the previous lease that will no longer be provided, as well as the cost of each of them.

A new lessee who considers that the rent charged is not in compliance may, within one month after entering into the lease, file an application to have the rent fixed by the court. Such an application must be filed within two months after the beginning of

the lease if the lessee did not receive the notice. If the lessor gave a notice containing a misrepresentation, the lessee must file the application within two months after becoming aware of that fact (art. 1955.1 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:

- resciliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
- resciliation of the lease if the student who leases a room in an educational institution ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

6. **Educational institution:** 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.

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.

Recognized owner: A student who leases a room situated in an immovable for which the owner is recognized in accordance with a government regulation is entitled to maintain occupancy for any period during which he or she is enrolled in an educational institution as a full-time student. The government regulation establishes the terms and criteria for obtaining such a recognition and the authority in charge of granting it (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 in the case of a room leased from an educational institution, and three months, but not more than six months, before the expiry of the lease in the case of a room situated in an immovable for which the owner is recognized.

The educational institution or the recognized owner may, however, for serious reasons, relocate the student in a room of the same type as that which the student occupies, situated in the same neighbourhood and at equivalent rent. (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 who leases a room from an educational institution is resciliated 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 or the recognized owner may resciliate the lease by giving one month’s notice.

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

10.1 A student who leases a dwelling for which the lease was entered into before the owner obtained a recognition continues to benefit from the right to maintain occupancy, whether or not the student is pursuing studies (art. 1983.1 C.C.Q.).

11. Where a student who leases a room from an educational institution ceases to be a full-time student, he or she may likewise resciliate 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 resciliate his or her lease if, because of spousal violence, sexual violence or violence towards a child living in the room covered by the lease, the safety of the student or of the child is threatened.

Notice

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 two-month or one-month period expires if the parties so agree or when the dwelling, having been vacated by the student, is re-leased by the lessor 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 student’s affidavit that there exists a situation involving violence and other factual elements or documents supporting the student’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 student. The public servant or public officer must act promptly.

Services

If the lease includes services of a personal nature provided to the student, he or she is bound to pay only for the services supplied before vacating the room, whether or not they were provided under a contract separate from the lease.

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 lessor to apply to the Tribunal for an order forcing the student to pay it. If the student is over three weeks late in paying the rent, the lessor 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 lessor 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 lessor shall deliver it in a good state of repair in all respects. However, the lessor and the student may decide otherwise and agree on the work to be done and on a timeframe for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the lessor 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. A lessor 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 lessor 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 lessor, 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 lessor (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 lessor 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 lessor 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 lessor 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 lessor 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 lessor 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 lessor 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 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 student shall render an account to the lessor 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 lessor 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 lessor 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 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 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 lessor 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 lessor 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 lessor 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 lessor 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 lessor 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 lessor 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 lessor 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 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 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 lessor and the student (art. 1934 C.C.Q.).

37. 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 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 lessor (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 lessor 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 non-compliance with these requirements.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

40. The lease for a room in an educational institution or with a recognized owner 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 a notice that he or she intends to renew it.

The notice must be given one month before the expiry of the lease in the case of a dwelling leased from an educational institution, and three months, but not more than six months, before the expiry of the lease in the case of a dwelling situated in an immovable for which the owner is recognized.

In such case, the educational institution or the recognized owner may, however, 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 lessor 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 lessor 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.);
- the response options of the lessee.

The notice of modification of the conditions of the lease must also reproduce the text in Schedule I to the Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling (CQLR, c. T-15.01, r. 1.1).

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 the notice from the lessor to reply and notify the lessor that he or she:

- accepts the lease renewal with its modifications;
- refuses the requested modifications and will renew the lease;
- will not renew the lease and will vacate the room at the end of the lease.

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

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 restrictions on the right to have the rent fixed and the lease modified applies (**Section F**), the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

A copy of the “Notice of Rent Increase and Modification of Another Condition of the Lease” and a copy of the lessee’s reply to such a notice are found on the Tribunal administratif du logement website (www.tal.gouv.qc.ca).

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

45. The lessor 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 lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 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 sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

Educational institution

47. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).

Recognized owner

48.1 A student who leases a room situated in an immovable for which the owner is recognized may, with the owner’s consent, sublease or assign the lease. However, the latter may not refuse to give his or her consent without a serious reason to avoid the resiliation of the lease (arts. 1870 and 1871 C.C.Q.). A student who so assigns a lease may not exact consideration (art. 1978.3 C.C.Q.).

A student who so subleases a room may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the student, an amount exceeding the rent the student pays to the lessor (art. 1978.4 C.C.Q.).

48.2 The student 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 and, in the case of an assignment, shall also indicate the fixed date of assignment (arts. 1870 and 1978.1 C.C.Q.).

If the lessor refuses, he or she shall inform the student 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.).

48.3 The lessor may refuse to consent to the assignment of the lease for a reason other than a serious reason. In such a case, the lease is resiliated on the date of assignment indicated in the notice sent by the lessee.

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.).

SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

51. 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 objects other than those belonging to the lessor (art. 1890 C.C.Q.).

52. 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.).

A student who leases a room situated in an immovable for which the owner is recognized may, with the owner’s consent, sublease the room or assign the lease.

A student who assigns his or her lease may not exact consideration (art. 1978.3 C.C.Q.).

A student who subleases his or her dwelling may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the student, an amount exceeding the rent the student pays to the lessor (art. 1978.4 C.C.Q.).

A student who leases a dwelling situated in an immovable for which the owner is recognized may, with the owner’s consent, sublease the room or assign the lease.

END OF MANDATORY PARTICULARS