

# Notice of lessee's death

This notice is given in accordance with articles 1938 and 1939 of the *Civil Code of Québec*. It must be sent to each lessor and any other lessees. A copy of the notice and proof of receipt by the lessor(s) should be retained.

## Notice to:

\_\_\_\_\_  
(Lessor or lessee name)

\_\_\_\_\_  
(Lessor or lessee name)

\_\_\_\_\_  
(Address of leased dwelling)

I hereby notify you that the lessee passed away on 

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Year      Month      Day

- I lived with the lessee; I continue to occupy the dwelling, and I intend to become the primary lessee.**  
(This notice must be given within two months of the lessee's death.)
- I am the lessee's liquidator or heir.**

*Please check off ONE of the following:*

- Someone was living with the lessee at the time of their death; this person did not avail themselves of their right to become the primary lessee within two months of the lessee's death, and I am terminating the lease.** (This one-month notice must be given in the month following the expiry of the two-month period. The notice must be given to the lessee(s) concerned and to the lessor(s).)
- No one was living with the lessee at the time of their death, and I am terminating the lease.** (This two-month notice must be given within six months of the lessee's death.)

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 \_\_\_\_\_  
Year      Month      Day      (Name of the person giving notice – please print)      (Signature)

## Confirmation of receipt, if the lessor or lessee is served the notice in person

I confirm that I received this notice on:

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 \_\_\_\_\_  
Year      Month      Day      (Lessor or lessee name – please print)      (Signature)

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 \_\_\_\_\_  
Year      Month      Day      (Lessor or lessee name – please print)      (Signature)

## INFORMATION

A person living with the lessee at the time of the lessee's death has the same right and becomes the lessee if they continue to occupy the dwelling and give notice to that effect to the lessor within two months after the death.

However, if the person does not avail themselves of this right, the lessee's liquidator or, if there is no liquidator, an heir of the lessee 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 is living with the lessee at the time of their death, their liquidator or, if there is no liquidator, an heir of the lessee may terminate the lease by giving the lessor two months' notice within six months after the death. The termination takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is rented out again by the lessor during that same period.

In all cases, if part of the rent covers services of a personal nature provided to the lessee, the person living with the lessee at the time of the lessee's death, the liquidator of the succession or the heir is only required to pay that part of the rent that relates to the services that were provided during the lifetime of the lessee. The same applies to the cost of such services if they are provided by the lessor under a contract separate from the lease.