

# Notice of major improvements or repairs

This notice is given in accordance with articles 1922 and 1923 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor must keep a copy of the notice and proof that the served notice was received.

## Notice to:

(Lessee name)

(Lessee name)

(Address of leased dwelling)

**You are hereby notified that major improvements or repairs will be made in your dwelling. The nature of these improvements or repairs is as follows:**

The work will begin on 

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Year      Month      Day

and is estimated to take:  \_\_\_\_\_ days;  \_\_\_\_\_ weeks;  \_\_\_\_\_ months.

Check off ONE of the boxes below:

The work will not require you to temporarily leave the dwelling.

The work will require you to leave the dwelling from 

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 to 

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Year      Month      Day      Year      Month      Day

You will be given \$ \_\_\_\_\_ in compensation for leaving your dwelling.

Check if applicable:

Other conditions under which the work will be done are as follows:

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 \_\_\_\_\_  
Year      Month      Day      (Lessor name – please print)      (Lessor signature)

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 \_\_\_\_\_  
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:

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 \_\_\_\_\_  
Year      Month      Day      (Lessee name – please print)      (Lessee signature)

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 \_\_\_\_\_  
Year      Month      Day      (Lessee name – please print)      (Lessee signature)

# INFORMATION

Examples of “major improvements or repairs” include renovating the bathroom or kitchen and replacing carpeting with new hardwood flooring.

## **Mandatory notice**

The lessor must give the lessee ten (10) days’ notice in writing before making major improvements or repairs. However, if the dwelling must be vacated for more than seven (7) days, at least three (3) months’ notice prior to the start of work is required.

## **Temporarily vacating the dwelling**

If the lessor asks the lessee to temporarily leave the dwelling, the lessee has 10 days after receiving the notice to inform the lessor whether or not they agree to vacate the premises. **Note:** If the lessee does not respond, they are presumed to have refused to leave the premises.

If the lessee refuses to vacate, the lessor may apply to the Tribunal administratif du logement to have the lessee vacate the dwelling so the work can be done. The application must be filed within 10 days of the lessee’s actual or presumed refusal, and the Tribunal will rule on the merits of the application.

## **Abusive conditions**

If the lessee is not asked to leave the dwelling or agrees to do so but wishes to contest some of the conditions in the notice, they must file an application with the Tribunal to change or remove the conditions. The lessee must file their application within 10 days of receiving the lessor’s notice.

When the Tribunal hears the application on the conditions of work to be done, the lessor must show that the work and conditions are reasonable and that vacating the dwelling is necessary.

## **Compensation**

This compensation owed to a lessee required to temporarily vacate their dwelling is payable on the date they vacate.

If the compensation proves insufficient, the lessee may be reimbursed for any other reasonable expenses incurred.

The lessee may also, depending on the circumstances, have their rent reduced or their lease terminated.

## **Suspension of work**

Whenever the lessee or the lessor applies to the Tribunal, all work is immediately suspended unless the Tribunal decides otherwise. These hearings will be given priority by the Tribunal.

The Tribunal may impose conditions that it considers just and reasonable.