

Notice of termination of a lease because of spousal violence, sexual violence or violence towards a child

This notice is given in accordance with article 1974.1 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee must keep a copy of the notice and proof that the served notice was received.

Notice to:

(Lessor name)

(Lessor name)

(Address of leased dwelling)

You are hereby notified of the termination of the current lease because of:

- Spousal violence
- Sexual violence
- Violence towards a child living in the dwelling
- The attestation required by law is enclosed.
- The lease will end on

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Year Month Day
or earlier if the dwelling is leased to another lessee after the lessee's departure.
- I would like to agree with the lessor(s) on a termination date prior to the legal expiry date of the lease.

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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)

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

I confirm that I received this notice on:

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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)

INFORMATION

A lessee may terminate (resiliate) their current lease if, because of spousal violence, sexual violence or violence towards a child living in the dwelling, their safety or the safety of the child is threatened.

The termination takes effect two months after a notice is sent to the lessor if the term of the lease is 12 months or more, or one month after a notice is sent if the term of the lease is indeterminate or less than 12 months. However, it may take effect earlier if the parties so agree or when the dwelling, having been vacated by the lessee, is leased by the lessor to another lessee during that period.

Table of notice deadlines (art. 1974.1 C.C.Q.)	
Unless the parties agree otherwise, the termination (resiliation) of the lease will take effect as follows:	
Lease of 12 months or more	2 months after the lessee sends a notice of termination
Lease of less than 12 months	1 month after the lessee sends a notice of termination
Lease with an indeterminate term	
However, in all cases, the termination of the lease may take effect earlier if the parties so agree or if the dwelling, having been vacated by the lessee, is leased by the lessor to another lessee during that period.	

The notice must be accompanied by an attestation from a public servant or public officer designated by the Minister of Justice who, on examining the lessee's sworn statement that there exists a situation involving violence, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the termination of the lease is a measure that will help ensure the safety of the lessee or of a child living in the dwelling. The public servant or public officer must act promptly.

The lessee must continue to pay rent until the date of the termination of the lease.

However, if part of the rent covers the costs of services of a personal nature provided to the lessee or to a child who lives in the dwelling, the lessee is only required to pay the part of the rent that relates to the services that were provided before they vacated the dwelling. The same applies to the cost of such services if they are provided by the lessor under a contract separate from the lease.

If a lessee wishes to obtain an attestation to terminate their residential lease on the grounds that their safety or the safety of a child living in the dwelling is threatened, they must contact the office of the Director of Criminal and Penal Prosecutions (Directeur des poursuites criminelles et pénales) for the courthouse that serves their municipality, or contact their local Crime Victims Assistance Centre.

A lessee who is the victim of spousal violence or sexual aggression, and a child who is a victim of violence and lives in the dwelling may also apply to IVAC (indemnisation des victimes d'actes criminels or crime victim compensation) for compensation provided that the conditions have been met. Furthermore, they may be reimbursed, in particular, for the amounts of rent paid during the period between the notice and the termination (resiliation) of the lease, and for moving expenses, in accordance with the *Act to assist persons who are victims of criminal offences and to facilitate their recovery* (CQLR, chapter P-9.2.1) and the *Regulation respecting the application of the Act to assist persons who are victims of criminal offences and to facilitate their recovery* (CQLR, c. P-9.2.1, r. 1).