

Notice of rent increase and modification of another condition of the lease

(Lease including services of a personal nature to be provided to the lessee)

This notice is given in accordance with articles 1942 and 1943 of the *Civil Code of Québec*, as well as with the *Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling*. 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.

This notice must be used when services of a personal nature are provided by the lessor to the lessee in accordance with sections 1892.1 and 1895.1 of the Civil Code of Québec (e.g., food services, domestic help, personal assistance, or nursing care).

The information on the reverse is an integral part of this notice.

Notice to:

(Lessee name)

(Lessee name)

(Address of leased dwelling)

Upon renewal of your lease, I intend to modify the following condition(s):

Amount of rent (check off ONE of the boxes below)

Your current rent of \$ _____ will be increased to \$ _____. (Enter the new rent)

OR

Your current rent of \$ _____ will be increased by \$ _____. (Enter the amount of the increase)

OR

Your current rent of \$ _____ will be increased by ____ %. (Enter the percentage increase)

OR

Your rent under the lease ending on

Year	Month	Day	

 and currently the subject of an application to review

or fix the rent will be increased by _____ % of the rent to be determined by the Tribunal.

Amount for services of a personal nature (check off ONE of the boxes below)

Please specify the amount or percentage corresponding to the increase of the part of the rent that relates to the cost of the services offered by the lessor to the lessee:

Amount \$ _____

OR

Percentage _____ %

Description of the services concerned:

Term of lease

Your lease will be renewed

Year	Month	Day	

 to

Year	Month	Day	

 from

Other modification(s) (state the proposed modifications, e.g.: garage, heating)

To the lessee: IF YOU REFUSE the modification(s) or YOU ARE MOVING at the end of the lease, YOU MUST RESPOND to this notice within ONE MONTH of its receipt. Otherwise, the lease will be renewed under the new conditions.

A response template provided by the Tribunal administratif du logement is available on the Tribunal's website (www.tal.gouv.qc.ca/en), from your local Tribunal office or by mail.

(Lessor or mandatory name)

(Address)

(Telephone number)

(Lessor or mandatory signature)

Year	Month	Day	

Year	Month	Day	

 (Lessee name – please print)

(Lessee signature)

Year	Month	Day	

 (Lessee name – please print)

(Lessee signature)

INFORMATION

A lessee who receives this notice has three options:

1. I accept the renewal of the lease with its modifications;
2. I object to the proposed modifications and I renew my lease;
3. I do not renew my lease and I will vacate upon termination of the lease.

A lessee who objects to the modifications or intends to vacate upon termination of the lease must notify the lessor within one month after receiving the notice of modification of the lease. If the lessee fails to do so, the lessee is deemed to have accepted the renewal of the lease on the conditions proposed by the lessor.

Objection to the proposed modifications requires the lessee to vacate the dwelling upon termination of the lease in the following cases (arts. 1945 and 1955 C.C.Q):

1. the section of the lease related to the restrictions of the right to fix the rent and the modification of the lease indicates that the dwelling is situated in a housing cooperative of which the lessee is a member;
2. the section of the lease related to the restrictions of the right to fix the rent and the modification of the lease indicates that the dwelling is situated in an immovable constructed or whose destination has changed in the past 5 years or less.

In the latter case, if the lease is entered into after 20 February 2024 and the immovable is ready for its intended use after that date, the lessor must also, to set up the restriction of the right to fix the rent against the lessee, indicate in the lease the maximum rent the lessor may impose in the 5 years following the date on which the immovable is ready for habitation.

Negotiation of an agreement

To facilitate the negotiation of an agreement on a rent increase, you can use the calculation tool available in the "Lease/Renewal of the lease and fixing of rent" section of the Tribunal administratif du logement's website (www.tal.gouv.qc.ca/en).

Application to the Tribunal administratif du logement to fix the rent

If the lessee objects to the proposed modifications, such as a rent increase, the lessor may apply to the Tribunal administratif du logement, within one month after receiving the notice of objection, to have the rent fixed or for a ruling on any other modification of the lease. The lessee and the lessor must then comply with the decision of the Tribunal. If the lessor does not apply to the Tribunal within the month following the objection, the lease is renewed at the same rent and on the same other conditions.

The costs related to the lessor's application are borne by the lessor. The Tribunal has the discretion to order the lessee to reimburse the costs, in particular if the Tribunal grants a rent increase at least equal to that requested by the lessor in the notice of modification of the lease and the lessor had, before filing the proceeding, allowed the lessee to have access to the relevant data in order to make an informed decision on the increase. Other conditions may apply, depending on the circumstances.

The lessor's notice and the lessee's response must be given within the time frames in the following table.

Steps in the lease modification process and notice periods (arts. 1942, 1945 and 1947, C.C.Q.)			
	Step 1: Lessor gives notice	Step 2: Lessee responds	Step 3: Lessor applies to the Tribunal administratif du logement
Lease of 12 months or more	3 to 6 months before the end of the lease	Within 1 month of receiving the notice of modification.	Within 1 month of receiving the lessee's notice of objection.
Lease of less than 12 months	1 to 2 months before the end of the lease	If the lessee does not respond, they are presumed to have agreed to the modification.	Otherwise, the lease is renewed by operation of law on the same conditions.
Lease with an indeterminate term	1 to 2 months before the proposed modification		
Lease for a room	10 to 20 days before the end of a fixed-term lease or before the proposed modification if the lease is of indeterminate term	Exceptions apply. See section F of your lease (art. 1955, C.C.Q.)	