



Notice to the new lessee

(Change of destination of a dwelling for seniors –
Immovable remaining offered for dwelling purposes)

This notice is given in accordance with article 1955.1 of the *Civil Code of Québec*. It must be given to the lessee(s) concerned at the time the first lease following the change of destination is entered into. The lessor should keep a copy as well as proof of receipt of the notice given.

Notice to:

(Name of lessee)

(Name of lessee)

(Address of dwelling leased)

TAKE NOTICE THAT

The rent required under the previous lease was in the amount of \$ _____.

☐ Per month ☐ Per week ☐ Other (specify) _____

This rent included the following services, accessories, dependencies and other benefits that will no longer be provided under the new lease (specify the cost of each of them):

Year Month Day (Name of lessor in block letters) (Signature of lessor)

Year Month Day (Name of lessor in block letters) (Signature of lessor)

Acknowledgement of receipt, if the notice was delivered to the lessee(s) in person:

I hereby acknowledge receipt of this notice on:

Year Month Day (Name of lessee in block letters) (Signature of lessee)

Year Month Day (Name of lessee in block letters) (Signature of lessee)

INFORMATIONS

Where a dwelling situated in a private seniors' residence (or in another lodging facility with personal services) is the subject of a change in destination while remaining offered for dwelling purposes, the lessor must necessarily notify the lessee(s) of the amount of rent that was required under the previous lease and identify the services, accessories, dependencies and other benefits that were offered under such lease but will no longer be offered, by specifying the cost of each of them.

The rent stipulated in the first lease following the change of destination must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of services (including personal services), accessories, dependencies and other benefits that will no longer be offered under the new lease.

The lessor may nevertheless adjust the rent according to the criteria prescribed by the regulations concerning the fixing of rent.

If the new lessee considers that the rent charged does not comply with the law, he or she may, within one month after entering into the lease, apply to the Tribunal administratif du logement to fix the rent.

If the lessor has not given such notice to the new lessee, the new lessee may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to fix the rent.

The new lessee may also make such an application within two months after the date on which he or she becomes aware of a misrepresentation in the notice.