

Notice of eviction for subdivision, enlargement or change of destination of a dwelling

This notice is given in accordance with article 1960 of the *Civil Code of Québec*. 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.

Notice to:

(Lessee name)

(Lessee name)

(Address of leased dwelling)

If the lease is of fixed term:

You are hereby notified that, upon the expiry of your lease ending on _____, I intend to:
Year Month Day

- subdivide your dwelling.
- enlarge your dwelling substantially.
- change the destination of your dwelling: _____
(state the new destination of the dwelling)

I therefore request that you vacate your dwelling upon the date on which the eviction is due to take effect.

If the lease is of indeterminate term:

You are hereby notified that as of _____, I intend to:
Year Month Day

- subdivide your dwelling.
- enlarge your dwelling substantially.
- change the destination of your dwelling: _____
(state the new destination of the dwelling)

I therefore request that you vacate your dwelling on the effective date of the eviction.

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

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:

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

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

INFORMATION

The lessor of a dwelling may evict the lessee to subdivide the dwelling, enlarge it substantially or change its destination.

They must give notice of the eviction to the lessee. If the lessee refuses or does not respond to the notice, the lessor can apply to the Tribunal for authorization to evict the lessee. This application must be made within one month of the refusal or expiry of the lessee's response period. The lessor shall then show the Tribunal that he truly intends to subdivide, enlarge or change the destination of the dwelling, that this is not a pretext for other purposes and that he is permitted to do so by law.

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.

The lessor shall pay to the evicted lessee reasonable moving expenses as well as an indemnity equal to one month's rent for each year of uninterrupted lease of the dwelling by the lessee, indemnity which may not however exceed an amount representing 24 months' rent or be less than an amount representing 3 months' rent. If the lessee considers that the injury suffered warrants a greater indemnity, the lessee may apply to the Tribunal to have the amount fixed. At the lessee's request, the Tribunal can also set a later date for the lessee's eviction.

The lessee may recover damages resulting from eviction whether or not he has consented to it, unless the lessor proves the Tribunal that the eviction was in good faith. The lessee may also apply for punitive damages against the person who has evicted him in bad faith.

A dwelling that has been the subject of an eviction may not, without the authorization of the Tribunal, be leased or used for a purpose other than that for which the right was exercised. If the Tribunal gives authorization to lease the dwelling, it fixes the rent.

NOTE: A lessor may not evict a lessee if they or the lessee's spouse meets all of the following criteria at the time of eviction:

- They are 70 years of age or over.
- They have occupied the dwelling for at least 10 years.
- Their income is equal to or less than the maximum threshold to qualify for a dwelling in low-rental housing.

The Société d'habitation du Québec's website provides the maximum thresholds qualifying a lessee for a dwelling in low-rental housing.