

# Response to a notice of eviction

This notice is given in accordance with article 1962 of the *Civil Code of Québec*. It must be sent to each of the lessors individually applies **to notices given after February 20, 2024**. 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)

## In response to your notice of eviction, you are hereby informed that:

- I intend to comply with your notice, and I will vacate the dwelling as asked.
- I refuse to vacate the dwelling.

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

\_\_\_\_\_  
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:

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

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

# INFORMATION

A lessee has **one month after receiving** a notice of eviction to notify the owner/lessor as to whether or not they intend to comply with the notice. If the lessee does not respond, they are **presumed to have refused** to vacate the dwelling.

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](http://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, which indemnity 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 court 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 court, 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 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 required 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.