

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

(arts. 1942 and 1943 C.C.Q.)

Notice to \_\_\_\_\_  
(Name of lessee)

\_\_\_\_\_  
(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 \$ \_\_\_\_\_. (Indicate new rent)

OR

Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Indicate amount of increase)

OR

Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_%. (Indicate percentage of increase)

OR

Your rent under the lease ending on \_\_\_\_\_, that has given rise to an application for the fixing or review of the rent,  
Day Month Year  
will be increased by \_\_\_\_\_% of the rent to be determined by the tribunal.

## Term of lease

Your rent will be renewed from \_\_\_\_\_ to \_\_\_\_\_  
Day Month Year Day Month Year

## Other modification(s) (indicate the proposed modifications, for instance: garage, heating)

\_\_\_\_\_  
\_\_\_\_\_

**To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.**

\_\_\_\_\_  
(Name of lessor or mandatary) (Address)

\_\_\_\_\_  
(Telephone No.) (Signature of lessor or mandatary) \_\_\_\_\_  
Day Month Year

## Acknowledgement of receipt, if the notice is delivered to the lessee by hand

I acknowledge receipt of this notice, on:

\_\_\_\_\_  
Day Month Year (Signature of lessee)

The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g., acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail or any other means providing proof of delivery).

To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website ([www.rdl.gouv.qc.ca](http://www.rdl.gouv.qc.ca)), at all of the Régie's offices or by mail.

### The lessee who receives this notice has the choice of three responses:

1. I accept the renewal of the lease and its modifications.
2. I refuse the proposed modifications and I am renewing my lease.
3. I am not renewing my lease and will vacate the dwelling upon termination of the lease.

If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).

To help the parties in the negotiation of an agreement on a rent increase, the Régie recommends the use of its form ***How to agree on the rent***, with invoices and accounts justifying the increase. The print version of the form can be obtained at all offices of the Régie; an interactive version is available on the Régie's website ([www.rdl.gouv.qc.ca](http://www.rdl.gouv.qc.ca)).

## ***Application for the fixing of rent at the Régie du logement***

If the lessee refuses the proposed increase or modifications, the lessor can, within one month of the refusal, apply to the Régie du logement to have it fix the rent and rule on the modification of the lease. The lessee and the lessor must abide by the decision of the Régie (new rent or new conditions). **If the lessor does not apply to the Régie, the lease will be renewed at the same rent and under the same conditions.**

### ***Steps for modifying the lease and periods for giving notice*** (arts. 1942, 1945 and 1947 C.C.Q.)

	Step 1: Notice by lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the lessor
Lease of <b>12 months or more</b>	Between 3 and 6 months before termination of the lease	Within 1 month after receiving the notice of modification.  <b>If the lessee fails to reply, he or she is deemed to have accepted the modification.</b>	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of <b>less than 12 months</b>	Between 1 and 2 months before termination of the lease		
Lease with an <b>indeterminate term</b>	Between 1 and 2 months before proposed modification		
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term		

Some exceptions apply.  
See Section F of your lease (art. 1955 C.C.Q.).