(City), (Date), 202\_

**WITHOUT PREJUDICE**

**To:** (Landlord’s name)

 (Landlord’s address)

(Landlord’s address)

**(Delivery method)**

**From:** (Tenant’s name)

(Tenant’s address)

(Tenant’s address)

**Subject: Formal notice – Compensation for troubles and inconveniences suffered**

To whom it may concern,

We are bound by a lease for the dwelling located at (address), in (city), and for which you are the lessor. You are without a doubt already aware that I am experiencing several issues, including:

You have already been formally notified of these problems. However, these problems persist. This situation is causing me serious harm and a significant loss of enjoyment of my home.

I hereby inform you that I am claiming an amount of $X from you, in order to compensate me for the troubles and inconveniences suffered, as well as for the loss of enjoyment experienced during the period when the problems persisted.

Here are the details of my claim:

Rent reduction: X%, or $X, per month, for the period from X to X, representing a total of $X

Material damages:

Moral damages:

 Punitive damages:

For your information, I remind you of articles 1854, 1858 and 1863 of the Civil Code of Quebec:

**1854.** The lessor is bound to deliver the leased property to the lessee in a good state of repair in all respects and to provide him with peaceable enjoyment of the property throughout the term of the lease.

He is also bound to warrant the lessee that the property may be used for the purpose for which it was leased and to maintain the property for that purpose throughout the term of the lease.

**1858.** The lessor is bound to warrant the lessee against legal disturbances to enjoyment of the leased property.

Before pursuing his remedies, the lessee shall notify the lessor of the disturbance.

**1863.** The nonperformance of an obligation by one of the parties entitles the other party to apply for, in addition to damages, specific performance of the obligation in cases which admit of it. He may apply for the resiliation of the lease where the nonperformance causes serious injury to him or, in the case of the lease of an immovable, to the other occupants.

The nonperformance also entitles the lessee to apply for a reduction of rent; where the court grants it, the lessor, upon remedying his default, is nonetheless entitled to the re-establishment of the rent for the future.

**I hereby put you on notice to remedy the above-mentioned problems and to pay me the sum of $X within ten (10) days following receipt of this letter. In default of which, I will have no other choice but to undertake appropriate legal recourses without further notice or delay.**

**PLEASE ACT ACCORDINGLY,**

(Tenant’s name), tenant.