



Notice of subletting of dwelling

This notice is given in accordance with article 1870 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee should keep a copy of the notice and proof that the served notice was received.

Notice to:

(Lessor name)

(Lessor name)

(Address of leased dwelling)

You are hereby notified that I intend to sublet my dwelling to:

(Name of prospective sublessee)

(Name of prospective sublessee)

(Address)

(Address)

The sublet will take effect on:

_____|_____|_____
Year Month Day

_____|_____|_____
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 may sublease their dwelling with the lessor's consent. They must give the lessor notice of their intention and the name and address of the intended sublessee and obtain the lessor's consent to the sublease.

The lessor may not refuse to consent to the sublease of the property without a serious reason.

If the lessor refuses, they must inform the lessee of their reasons for refusing within 15 days of receiving the notice; otherwise, they are deemed to have consented.

A lessor who consents to the sublease of the property may not exact any payment other than the reimbursement of any reasonable expenses resulting from the sublease.

A lessee who subleases his dwelling may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the lessee, an amount exceeding the rent the lessee pays to the lessor.

If the lessor brings an action against the lessee, the sublessee is not bound toward the lessor for any amount except the rent for the sublease which they owe to the lessee; the sublessee may not set up advance payments. Payments made by the sublessee either under a stipulation that is included in their lease and has been made known to the lessor, or in accordance with the usage of the place, are not considered to be advance payments.

If the non-performance of an obligation by a sublessee causes serious injury to the lessor or the other lessees or occupants, the lessor may apply for the termination of the sublease.

If a lessor fails to perform their obligations, the sublessee may exercise the rights and remedies of the lessee to have them performed.

A person who leases a dwelling situated in an educational institution may not sublease the dwelling. A person who leases a dwelling situated in an immovable for which the owner is recognized in accordance with a government regulation may, with the owner's consent, sublease his dwelling.