

Lessee's response to a notice of rent increase and modification of another condition of the lease

This notice is given in accordance with article 1945 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)

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off ONE of the boxes below):

- I accept** the renewal of the lease with its modifications.
- I object** to the proposed modifications and **I renew the lease**.
- I do not renew my lease** and **I will vacate** upon termination of the lease.

A lessee who objects to the modifications or intends to vacate upon termination of the lease must notify the lessor within one month after receiving the notice of modification of the lease. If the lessee fails to do so, the lessee is deemed to have accepted the renewal of the lease on the conditions proposed by the lessor.

Objection to the proposed modifications requires the lessee to vacate the dwelling upon termination of the lease in the following cases (arts. 1945 and 1955 C.C.Q):

1. the section of the lease related to the restrictions of the right to fix the rent and the modification of the lease indicates that the dwelling is situated in a housing cooperative of which the lessee is a member;
2. the section of the lease related to the restrictions of the right to fix the rent and the modification of the lease indicates that the dwelling is situated in an immovable constructed or whose destination has changed in the past 5 years or less.

In the latter case, if the lease is entered into after 20 February 2024 and the immovable is ready for its intended use after that date, the lessor must also, to set up the restriction of the right to fix the rent against the lessee, indicate in the lease the maximum rent the lessor may impose in the 5 years following the date on which the immovable is ready for habitation.

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

Negotiation of an agreement

To help you negotiate a rent increase agreement, the Tribunal recommends using its tool **How to agree on the rent and having invoices and accounts justifying the proposed increase**. This tool is available from your local Tribunal office, and an interactive version is available on the Tribunal's website (www.tal.gouv.qc.ca/en).

Application to the Tribunal administratif du logement to fix the rent

If the lessee objects to the proposed modifications, such as a rent increase, the lessor may apply to the Tribunal administratif du logement, within one month after receiving the notice of objection, to have the rent fixed or for a ruling on any other modification of the lease. The lessee and the lessor must then comply with the decision of the Tribunal. If the lessor does not apply to the Tribunal within the month following the objection, the lease is renewed at the same rent and on the same other conditions.

The costs related to the lessor's application are borne by the lessor. The Tribunal has the discretion to order the lessee to reimburse the costs, in particular if the Tribunal grants a rent increase at least equal to that requested by the lessor in the notice of modification of the lease and the lessor had, before filing the proceeding, allowed the lessee to have access to the relevant data in order to make an informed decision on the increase. Other conditions may apply, depending on the circumstances.

The lessor's notice and the lessee's response must be given within the time frames in the following table.

Steps in the lease modification process and notice periods (arts. 1942, 1945 and 1947, C.C.Q.)			
	Step 1: Lessor gives notice	Step 2: Lessee responds	Step 3: Lessor applies to the Tribunal administratif du logement
Lease of 12 months or more	3 to 6 months before the end of the lease	Within 1 month of receiving the notice of modification.	Within 1 month of receiving the lessee's notice of objection. Otherwise, the lease is renewed by operation of law on the same conditions.
Lease of less than 12 months	1 to 2 months before the end of the lease	If the lessee does not respond, they are presumed to have agreed to the modification.	
Lease with an indeterminate term	1 to 2 months before the proposed modification		
Lease for a room	10 to 20 days before the end of a fixed-term lease or before the proposed modification if the lease is of indeterminate term		
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Exceptions apply. See section F of your lease (art. 1955, C.C.Q.) </div>			