

SIGNING A LEASE?

*Know your rights
before you sign!*



Comité d'action des locataires
de l'Ouest-de-l'Île



Centraide
du Grand Montréal

INTRODUCTION

A lease is a legal document that you sign with your landlord. The content of your lease will have an impact on your rights and obligations. Once you sign the lease, it is legally binding. This is why it is very important to understand the content of your lease and to make sure you are happy with everything in it before you sign it!

GENERAL INFORMATION & TIPS

- When signing your lease, **feel free to bring someone with you for support!**
- The **language of your lease** determines the language that you and your landlord must communicate in regarding your lease - if you are more comfortable in English than in French, ask for an English lease!
- **Everything that you agree to verbally with your landlord must also be written in the lease** - if something is not written down, it will be hard to prove later that it was agreed upon!
- **Building rules must be given to you BEFORE you sign the lease.** If your new landlord gives you the building rules AFTER you signed the lease, you do not have to sign them.
- If you make any changes to what is written in the lease - for example, ~~crossing something out~~ - both you and your landlord must write your initials next to the change.
- **If you do not agree to the terms being offered to you in the lease, or if someone is putting pressure on you to sign, do not sign!**
- If you are worried about being pushed around, or just want to protect yourself, **you can record your meeting with your landlord.** It is legal in Quebec to record a conversation that you are a part of.

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**KEEP READING FOR AN ANNOTATED LEASE
WITH EXPLANATIONS AND COMMENTS!**

DEFINITIONS

ACCESSORIES AND DEPENDENCIES

Rights or material objects that are tied to or result from the lease. For example, the right to use a parking spot or a storage locker in the building, or appliances and furniture that are included in the lease.

ADMINISTRATIVE HOUSING TRIBUNAL (TAL)

Formerly known as the “Régie du logement,” this is the tribunal, or court, that enforces the articles of the Civil Code of Quebec pertaining to residential leases. They resolve disputes between landlords and tenants.

BY-LAWS

Rules that all tenants in a unit or building must follow. Examples of legal by-laws include: banning the presence of pets, banning smoking, or requiring tenants to hold an insurance policy. A by-law is not valid if it violates the law or contradicts the lease.

LESSEE

This is the legal term for a “tenant” or a “renter.”

LESSOR

This is the legal term for a “landlord.” The lessor can be an individual person, a group of people, or a company.

RENT FIXING

This is a process where the TAL calculates a legal rent increase, if the tenant and landlord cannot agree on a rent amount when the lease renews, or if a new tenant is applying to lower their rent.

SURETY

Sometimes referred to as a “guarantor,” this is a person who assumes responsibility for the payment of rent and other obligations of the lease if the tenant fails to do so.

LEASE of a Dwelling

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSOR (WRITE LEGIBLY)

AND THE LESSEE (WRITE LEGIBLY)

Name _____

No. Street Apt. _____

Municipality _____ Postal Code _____

Telephone No. _____ Other Telephone No. (cell phone) _____

Email address _____

Name _____

No. Street Apt. _____

Municipality _____ Postal Code _____

Telephone No. _____ Other Telephone No. (cell phone) _____

Email address _____

Where applicable, represented by: _____

Name _____

No. Street Apt. _____

Municipality _____ Postal Code _____

Telephone No. _____ Other Telephone No. (cell phone) _____

Email address _____

Name _____

No. Street Apt. _____

Municipality _____ Postal Code _____

Telephone No. _____ Other Telephone No. (cell phone) _____

Email address _____

The names indicated in the lease must be those that the lessor and the lessee are legally authorized to use.
The term "lessor" in the *Civil Code of Québec* generally refers to the owner of the immovable.

B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)

Address _____

No. Street Apt. _____

Municipality _____ Postal code _____ Number of rooms _____

The dwelling is leased for residential purposes only. Yes No

If the "No" box is checked off, the dwelling is leased for the combined purposes of housing and _____
Specify (e.g. professional activities, commercial activities)

but no more than one-third of the total floor area will be used for that second purpose (art. 1892 C.C.Q.).

The dwelling is located in a unit under divided co-ownership. Yes No

Outdoor parking Number of places _____ Parking space(s) _____

Indoor parking Number of places _____ Parking space(s) _____

Locker or storage space _____
Specify _____

Other accessories and dependencies _____
Specify _____

Furniture is leased and included in the rent. Yes No

Appliances Washer Chest(s) of drawers _____ Number _____ Other _____

Stove Dryer Couch(es) _____ Number _____

Microwave oven **Furniture** Armchair(s) _____ Number _____

Dishwasher Table(s) _____ Number _____ Bed(s) _____ Number _____ Size _____

Refrigerator Chair(s) _____ Number _____

The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations
respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.

Initials of lessor _____ Initials of lessor _____ Day _____ Month _____ Year _____ Initials of lessee _____ Initials of lessee _____ Day _____ Month _____ Year _____

C TERM OF LEASE (art. 1851 C.C.Q.)

FIXED TERM LEASE
The term of the lease is _____
Specify number of weeks, months or years

From _____ to _____
Day Month Year Day Month Year

INDETERMINATE TERM LEASE
The term of the lease is indeterminate,
beginning on _____
Day Month Year

Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24 and 51).
However, they may terminate the lease by mutual consent.

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SECTION A - CONTACT INFORMATION

- You are the “lessee” and your landlord is the “lessor.”
- If you have any issues during your lease, the lessor is the person that you contact and the person who is legally responsible, since they have signed the contract with you.



SECTION B - DESCRIPTION OF THE RENTAL UNIT, ACCESSORIES, AND DEPENDENCIES

- **Divided co-ownership** refers to condominiums.
- Make sure, if parking or any other services are included in your rent, that this is clearly indicated here!



SECTION C - LENGTH OF THE LEASE

- Regardless of the length of the lease, you have the same rights, including **the right to automatic renewal of your lease when it ends.**
- If the original lease is longer than 12 months, when it renews, it will be for a period of 12 months.
- The standard lease term is 12 months. A 6-month lease or an indeterminate term lease gives you more flexibility, since you can end lease with 1-2 months’ notice rather than 3-6 months’ notice.

D

D RENT (art. 1855, 1903 et 1904 C.c.Q.)

The rent is \$ _____ Per month Per week
The total cost of services is \$ _____ Per month Per week
The total rent is \$ _____ Per month Per week

Where applicable, enter the cost of services of a personal nature in Schedule 6 to the lease: Services Offered to the Lessee by the Lessor.

The lessee is a beneficiary of a rent subsidy program. Yes No

Specify _____

DATE OF PAYMENT

▪ **FIRST PAYMENT PERIOD**
The rent will be paid on _____
Day Month Year

▪ **OTHER PAYMENT PERIODS**
The rent will be paid on the 1st day Of the month Of the week
Or on _____
Specify _____

METHOD OF PAYMENT

The rent is payable in accordance with the following method of payment:

Cash Cheque Electronic bank transfer Other _____

The lessee agrees to give the lessor postdated cheques for the term of the lease.

Yes No _____
Initials of lessee Initials of lessee

PLACE OF PAYMENT

The rent is payable at _____
Place of payment (specify if the payment is made by mail, if applicable)

Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.

A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).

The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).

Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.

Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.

Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.

Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).

Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).

E

E SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE

A copy of the by-laws of the immovable was given to the lessee before entering into the lease.

Given on _____
Day Month Year Initials of lessee Initials of lessee

DIVIDED CO-OWNERSHIP

A copy of the by-laws of the immovable was given to the lessee.

Given on _____
Day Month Year Initials of lessee Initials of lessee

WORK AND REPAIRS

The work and repairs to be done by the lessor and the timetable for performing them are as follows:

▪ Before the delivery of the dwelling _____

▪ During the lease _____

By-laws of the immovable: The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).

If the dwelling is located in an immovable under divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the lessor or by the syndicate of the co-ownership (art. 1057 C.C.Q.).

The by-laws may not contradict the lease or violate the law.

Work and repairs: On the date fixed for the delivery of the dwelling, the lessor must deliver it in a good state of repair in all respects. However, the lessor and the lessee may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).

JANITORIAL SERVICES

Specify _____

The contact information for the janitor or the person to contact if necessary is as follows:

Name _____ Telephone No. _____

Email address _____ Other telephone No. (cell phone) _____

SERVICES, TAXES AND CONSUMPTION COSTS

Will be borne by:

	Lessor	Lessee		Lessor	Lessee
Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal		
Gas	<input type="checkbox"/>	<input type="checkbox"/>	▪ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
Electricity } other than for heating	<input type="checkbox"/>	<input type="checkbox"/>	▪ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Stairs	<input type="checkbox"/>	<input type="checkbox"/>

CONDITIONS

The lessee has a right of access to the land. Yes No

The lessee has the right to keep one or more animals. Yes No

Specify _____

Specify _____

OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)

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D

SECTION D - RENT

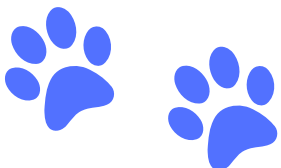
- In this section, you write the rent amount, plus the amount charged for any additional services.
- **A landlord cannot require postdated checks, but if you agree to provide postdated checks, it is legal.**
- If you are paying your rent in cash, your landlord must always give you a receipt.
- **It is illegal in Quebec to require a deposit.** At most, a landlord can ask for up to 1 month's rent when you sign the lease. Whatever you pay when you sign the lease will be deducted from your first month's rent payment.

For example, if your monthly rent is \$1,000 and you pay \$500 when signing the lease, you will only pay \$500 for your first month's rent.

E

SECTION E - SERVICES AND CONDITIONS

- **Be sure to read the by-laws carefully before signing them, since they are binding.**
- Any repairs that the landlord is promising to do before you move-in or during the lease term **MUST** be written here.
- Make sure that the responsible party for all of the services is clearly indicated.
- **If your landlord is allowing you to have an animal, it must be clearly written in the lease!**



F

F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The lessor and the lessee may not apply to the Tribunal administratif du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:

The dwelling is located in an immovable erected five years ago or less.
The immovable became ready for habitation on _____.
Day Month Year

OR

The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.
The immovable became ready for habitation on _____.
Day Month Year

If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).

If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The lessor may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

G

G NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)

Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section F is checked off.

I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.

Per month Per week Other _____

The property leased, the services offered by the lessor and the conditions of your lease are the same.

Yes No

If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):

If the new lessee or the sublessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease or sublease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublessee may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.

The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

Signature of lessor Day Month Year

H

H SIGNATURES

Signature of lessor (or his or her mandatary) Day Month Year Signature of lessee (or his or her mandatary) Day Month Year

Signature of lessor (or his or her mandatary) Day Month Year Signature of lessee (or his or her mandatary) Day Month Year

The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). Yes No Initials of lessee Initials of lessee

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessor, another lessee, surety). (Particular No. 12)

Name (WRITE LEGIBLY) Signature Capacity

Address of signatory Day Month Year

Name (WRITE LEGIBLY) Signature Capacity

Address of signatory Day Month Year

The lessor must give the lessee a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).

I

I NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.C.Q.)

A lessee who is married or in a civil union may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the lessor has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

Notice to lessor

I hereby declare that I am married to or in a civil union with _____.
Name of spouse

I hereby notify you that the dwelling covered by the lease will be used as the family residence.

Signature of the lessee or lessee's spouse Day Month Year

If the lease includes services in addition to those indicated on this form, including services of a personal nature, complete Schedule 6 to the lease: Services Offered to the Lessee by the Lessor

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F**SECTION F - RESTRICTIONS ON RENT FIXATION**

- As a tenant, you don't have the right to refuse a rent increase if your unit was built or converted into residential housing in the last 5 years.
- However, the date of construction needs to be disclosed in this section, along with the maximum rent that could be charged to you during the 5-year period.

G**SECTION G - AMOUNT THAT THE LAST TENANT PAID**

- A landlord must tell you how much the previous tenant was paying for rent.
- A landlord is not allowed to increase the rent more than the legally allowed percentage between two tenants, even if repairs were done.
- **If you see that the previous tenant was paying less than you, you have 10 days from signing the lease to apply to the TAL to have your rent lowered.**
- If nothing is written in this section and you find out later what the previous tenant was paying, you have 2 months from when you found out to apply to have your rent lowered.

H**SECTION H - SIGNATURES**

- In addition to signing on this page, **all parties to the lease must also sign the bottom right corner of every page of the lease.**
- Typically, a surety, or a guarantor, is only in effect for the first term of the lease, unless specified otherwise.

I**SECTION I - NOTICE OF FAMILY RESIDENCE**

- If you are living with a partner or spouse, the best case scenario is for you both to be on the lease.
- If you are not both going to sign the lease, it is important to declare the residence as a family residence, so that both spouses will be protected.

This guide has been developed exclusively for the purposes of informing and does not constitute legal advice. Please consider your options carefully before proceeding.
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Centraide
du Grand Montréal



**Comité d'action des locataires
de l'Ouest-de-l'Île**

Contact us!

**514-505-0840 ext. 8
info@calodi.info
www.calodi.info**