

LEASE

in an Educational
Institution

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSOR (WRITE LEGIBLY) (EDUCATIONAL INSTITUTION)

AND THE LESSEE (WRITE LEGIBLY) (STUDENT)

Name _____

No. Street Apt. _____

Municipality Postal code _____

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

Email address _____

Represented by: _____

Name _____

No. Street Apt. _____

Municipality Postal code _____

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

Email address _____

Represented by: _____

The names indicated in the lease must be those that the educational institution and the student are legally authorized to use.

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

Make the necessary adaptations if the leased property is a dwelling instead of a room.

Address and description of room

The room is leased for residential purposes only.

Outdoor parking Parking space _____

Indoor parking Parking space _____

Furniture is leased and included in the rent. Yes No

Appliances

- Stove
- Microwave oven
- Refrigerator

Furniture

- Table(s) _____
Number
- Chair(s) _____
Number
- Chest(s) of drawers _____
Number

- Couch(es) _____
Number
- Armchair(s) _____
Number
- Bed(s) _____
Number Size

Other

- Storage space
- Other _____
- _____
- _____

The educational institution and the student 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 room and the immovable.

Initials of the educational institution's mandatary

Day Month Year

Initials of student

Day Month Year

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

TERM

The term of the lease is _____ . From _____ to _____
Specify number of weeks or months Day Month Year Day Month Year

In the case of differences between this document and the laws that apply to leased premises, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of educational institution-lessors and student-lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.), and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the room, whether or not they are included in the lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant. Nor can it so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Tribunal administratif du logement* (art. 1899 C.C.Q.).

No person may harass a student in such a manner as to limit the student's right to peaceable enjoyment of the premises or to induce him or her to leave the room. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Tribunal administratif du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Access to documents and protection of personal information

If the educational institution is a public body, it shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, it shall comply with the prescriptions of the *Act respecting the Protection of personal information in the private sector*.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the immovable

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 18, 19, 47 and 48 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect.

For instance, no one may waive his or her right to maintain occupancy in the lease (arts. 1936, 1979 and 1983 C.C.Q.).

Also, no one may release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The student may apply to the Tribunal administratif du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. The student has a **personal right to maintain occupancy in his or her room** (art. 1936 C.C.Q.).

The student may be evicted from his or her room only in certain cases provided for by law, including:

- resiliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
- resiliation of the lease if the student ceases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

However, the student is not entitled to maintain occupancy if he or she leases a room in an educational institution other than the one in which the student is enrolled (art. 1979 C.C.Q.).

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).

8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

9. The lease of a student is resiliated of right when the student ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

10. Where a student ceases to be a full-time student, the educational institution may resiliate his or her lease by giving one month's notice.

However, the student may, within one month after receiving the resiliation notice, contest it on its merits by filing an application with the Tribunal administratif du logement (art. 1982 C.C.Q.).

11. Where a student ceases to be a full-time student, he or she may likewise resiliate the lease by giving one month's notice (art. 1982 C.C.Q.).

12. Pursuant to article 1974.1 of the *Civil Code of Québec*, a student may also resiliate his or her lease if the student's safety is threatened because of the **violent behaviour** of a spouse or former spouse or because of a **sexual aggression**, even by a third party.

New lessor

13. **The new lessor is bound to respect the lease of the student.**

14. Where the student has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the student may, with the authorization of the Tribunal administratif du logement, deposit the rent with it (art. 1908 C.C.Q.).

Non-payment of rent

15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemnation forcing the student to pay it. Also, if the student is over three weeks late in paying the rent, the educational institution may obtain the resiliation of the lease and the eviction of the student.

Frequent late payment of the rent may also warrant the resiliation of the lease if the educational institution suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

DELIVERY OF ROOM AT THE BEGINNING OF THE LEASE

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair in all respects. However, the educational institution and the student 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 educational institution may not release itself from the obligation to deliver the room, 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.).

17. An educational institution may not offer a room that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

ENJOYMENT OF PREMISES

18. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

D RENT (arts. 1855, 1903 and 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

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 student agrees to give the educational institution postdated cheques for the term of the lease.

Yes No _____
Initials of student

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.

The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).

Payment of rent for the first payment period: At the time of entering into the lease, the educational institution 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 educational institution **may not require** payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.

Proof of payment: The student 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 student's domicile, unless otherwise agreed (art. 1566 C.C.Q.).

E SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE

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

Given on _____ .
Day Month Year Initials of student

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) _____

THE FOLLOWING SERVICES WILL BE BORNE BY:

	Educational institution	Student		Educational institution	Student
Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (other than for heating)	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>			

OTHER CONDITIONS

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 room and of the common premises.

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

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

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

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

The educational institution and the student 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 room is located in an immovable erected five years ago or less.

The immovable became ready for habitation on _____ .
Day Month Year

OR

The room 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 student who refuses a modification in his or her lease requested by the educational institution, such as an increase in the rent, **must vacate** the room upon termination of the lease (particulars Nos. 42 and 44).

If neither of the two boxes opposite is checked off and if the student refuses a modification in his or her lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).

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

19. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

20. The student may not, without the consent of the educational institution, use or keep in the room a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

21. The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts. 1856 C.C.Q.).

MAINTENANCE AND REPAIRS

Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

24. The student shall keep the premises in clean condition. Where the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.).

25. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

26. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

27. The student may abandon the room if it becomes unfit for habitation. In such case, he or she shall inform the educational institution of the condition of the room before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

28. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the room temporarily.

In the case of urgent repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization from the Tribunal administratif du logement (art. 1865 C.C.Q.).

29. The student may, without the authorization of the Tribunal administratif du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, the student may do so only if he or she has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course.

The educational institution may intervene at any time to pursue the work.

The student shall render an account to the educational institution of the repairs undertaken and the expenses incurred and shall deliver the invoices to the institution. The student may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

(arts. 1922 to 1929 C.C.Q.)

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the student.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the student must vacate the room for more than one week. In such case, at least three months' notice is required.

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days after such refusal, apply to the Tribunal administratif du logement for a ruling on the matter.

However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Tribunal administratif du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF PREMISES

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

- the student shall facilitate access to the room and shall not refuse access without justification;
- the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

32. The educational institution may have access to the room during the lease:

- to ascertain the condition of the room between 9 a.m. and 9 p.m.;
- to show the room to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the educational institution shall notify the student verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

33. A student who has not given a notice of renewal of his or her lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The educational institution is not required to notify the student 24 hours in advance of a visit by a prospective lessee.

34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.).

35. Except in case of emergency, the student may deny access to the room if the conditions fixed by law are not satisfied.

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may file an application with the Tribunal administratif du logement to obtain an order for access.

Abuse of the right of access by the educational institution or unjustified denial of access by the student may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

36. No lock or other device restricting access to the leased premises may be installed or replaced without the consent of the educational institution and the student (art. 1934 C.C.Q.).

37. The educational institution may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or room for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

38. Every notice relating to the lease, given by the educational institution (e.g. notice of modification of the conditions of the lease) or by the student (e.g. notice of renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception : Only a notice by the educational institution for the purpose of having access to the room may be given orally.

39. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

40. The lease for a room in an educational institution is not renewed of right, unlike leases for other kinds of dwellings.

41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease that he or she intends to renew it.

In such case, the educational institution may, for the renewed term and for serious reasons, relocate the student in another room of the same type, situated in the same neighbourhood and at equivalent rent.

Consequently, if the student does not give notice of his or her intention to renew the lease, the student shall, when it expires, vacate the room permanently (art. 1980 C.C.Q.).

Modification of lease (art. 1942 C.C.Q.)

42. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice of the modification to the student **within the following periods:**

- in the case of a room:
 - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling:
 - between three and six months before the lease expires if its term is 12 months or more;
 - between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, indicate to the student:

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Tribunal administratif du logement;
- the time granted to the student to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

G NOTICE TO A NEW STUDENT (arts. 1896 and 1950 C.C.Q.)

Mandatory notice to be given by the educational institution at the time the lease 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 room 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 educational institution 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 or removal of a service):

Signature of the education institution's mandatary _____ Day Month Year

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

If the educational institution did not give such notice at the time the lease was entered into, the new student 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 student may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

H SIGNATURES

Signature of the educational institution's mandatary _____ Day Month Year Signature of student (or his or her mandatary) _____ Day Month Year

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. surety).

Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____

Address of signatory _____ Day Month Year

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

TEMPLATE

LESSOR'S COPY

Reply to a notice of modification

(arts. 1945 and 1980 C.C.Q.)

44. A student who receives a notice of modification of the lease has **one month after receiving it** to reply and notify the educational institution that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s).

If the student fails to reply, this means that he or she accepts the modification(s) requested by the educational institution.

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Tribunal administratif du logement may be requested to set the conditions of renewal.

Exception : Where one of the two boxes in **Section F** is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

Fixing of conditions of the lease by the Tribunal administratif du logement

45. The educational institution has one month, after receiving the reply of a student who refuses the modifications, to apply to the Tribunal administratif du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

ASSIGNMENT AND SUBLEASING

46. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).

SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

47. The student shall vacate the room upon termination of the lease; no grace period is provided for by law.

When vacating the room, the student shall remove any furniture or object other than those belonging to the educational institution (art. 1890 C.C.Q.).

48. Upon termination of the lease, the student shall surrender the premises in the condition in which he or she received them, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the premises may be established by the description made or the photographs taken by the parties; otherwise, the student is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

TEMPLATE

EOQ 52013



Printed in Québec, Canada

\$ 1.99

LEASE

in an Educational
Institution

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSOR (WRITE LEGIBLY) (EDUCATIONAL INSTITUTION)

AND THE LESSEE (WRITE LEGIBLY) (STUDENT)

Name _____

No. Street Apt. _____

Municipality Postal code _____

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

Email address _____

Represented by: _____

Name _____

No. Street Apt. _____

Municipality Postal code _____

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

Email address _____

Represented by: _____

The names indicated in the lease must be those that the educational institution and the student are legally authorized to use.

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Address and description of room

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Indoor parking Parking space _____

Furniture is leased and included in the rent. Yes No

Appliances

Stove

Microwave oven

Refrigerator

Furniture

Table(s) _____
Number

Chair(s) _____
Number

Chest(s) of drawers _____
Number

Couch(es) _____
Number

Armchair(s) _____
Number

Bed(s) _____
Number Size

Other

Storage space

Other _____

The educational institution and the student 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 room and the immovable.

_____ Day Month Year Initials of the educational institution's mandatary

_____ Day Month Year Initials of student

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

TERM

The term of the lease is _____ . From _____ to _____
Specify number of weeks or months Day Month Year Day Month Year

In the case of differences between this document and the laws that apply to leased premises, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of educational institution-lessors and student-lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.), and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the room, whether or not they are included in the lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant. Nor can it so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Tribunal administratif du logement* (art. 1899 C.C.Q.).

No person may harass a student in such a manner as to limit the student's right to peaceable enjoyment of the premises or to induce him or her to leave the room. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Tribunal administratif du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Access to documents and protection of personal information

If the educational institution is a public body, it shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, it shall comply with the prescriptions of the *Act respecting the Protection of personal information in the private sector*.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the immovable

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 18, 19, 47 and 48 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect.

For instance, no one may waive his or her right to maintain occupancy in the lease (arts. 1936, 1979 and 1983 C.C.Q.).

Also, no one may release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The student may apply to the Tribunal administratif du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. The student has a **personal right to maintain occupancy in his or her room** (art. 1936 C.C.Q.).

The student may be evicted from his or her room only in certain cases provided for by law, including:

- resiliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
- resiliation of the lease if the student ceases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

However, the student is not entitled to maintain occupancy if he or she leases a room in an educational institution other than the one in which the student is enrolled (art. 1979 C.C.Q.).

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).

8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

9. The lease of a student is resiliated of right when the student ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

10. Where a student ceases to be a full-time student, the educational institution may resiliate his or her lease by giving one month's notice.

However, the student may, within one month after receiving the resiliation notice, contest it on its merits by filing an application with the Tribunal administratif du logement (art. 1982 C.C.Q.).

11. Where a student ceases to be a full-time student, he or she may likewise resiliate the lease by giving one month's notice (art. 1982 C.C.Q.).

12. Pursuant to article 1974.1 of the *Civil Code of Québec*, a student may also resiliate his or her lease if the student's safety is threatened because of the **violent behaviour** of a spouse or former spouse or because of a **sexual aggression**, even by a third party.

New lessor

13. **The new lessor is bound to respect the lease of the student.**

14. Where the student has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the student may, with the authorization of the Tribunal administratif du logement, deposit the rent with it (art. 1908 C.C.Q.).

Non-payment of rent

15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemnation forcing the student to pay it. Also, if the student is over three weeks late in paying the rent, the educational institution may obtain the resiliation of the lease and the eviction of the student.

Frequent late payment of the rent may also warrant the resiliation of the lease if the educational institution suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

DELIVERY OF ROOM AT THE BEGINNING OF THE LEASE

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair in all respects. However, the educational institution and the student 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 educational institution may not release itself from the obligation to deliver the room, 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.).

17. An educational institution may not offer a room that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

ENJOYMENT OF PREMISES

18. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

D RENT (arts. 1855, 1903 and 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

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

The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).

DATE OF PAYMENT

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

Payment of rent for the first payment period: At the time of entering into the lease, the educational institution 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.

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

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 rent is payable in accordance with the following method of payment:
 Cash Cheque Electronic bank transfer Other _____ .

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

The student agrees to give the educational institution postdated cheques for the term of the lease.
 Yes No _____
Initials of student

Proof of payment: The student 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 _____ .
Place of payment (specify if the payment is made by mail, if applicable)

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

E SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE

A copy of the by-laws of the immovable was given to the student **before** entering into the lease.
Given on _____ .
Day Month Year Initials of student

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 room and of the common premises.

If such by-laws exist, the educational institution **must** give a copy of them to the student **before** entering into the lease so that the by-laws form part of the lease (art. 1894 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) _____

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

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

THE FOLLOWING SERVICES WILL BE BORNE BY:

	Educational institution	Student		Educational institution	Student
Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (other than for heating)	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>			

OTHER CONDITIONS

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

The educational institution and the student 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:

If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the student who refuses a modification in his or her lease requested by the educational institution, such as an increase in the rent, **must vacate** the room upon termination of the lease (particulars Nos. 42 and 44).

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

If neither of the two boxes opposite is checked off and if the student refuses a modification in his or her lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).

OR
 The room 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

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

19. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

20. The student may not, without the consent of the educational institution, use or keep in the room a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

21. The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts. 1856 C.C.Q.).

MAINTENANCE AND REPAIRS

Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

24. The student shall keep the premises in clean condition. Where the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.).

25. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

26. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

27. The student may abandon the room if it becomes unfit for habitation. In such case, he or she shall inform the educational institution of the condition of the room before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

28. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the room temporarily.

In the case of urgent repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization from the Tribunal administratif du logement (art. 1865 C.C.Q.).

29. The student may, without the authorization of the Tribunal administratif du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, the student may do so only if he or she has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course.

The educational institution may intervene at any time to pursue the work.

The student shall render an account to the educational institution of the repairs undertaken and the expenses incurred and shall deliver the invoices to the institution. The student may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

(arts. 1922 to 1929 C.C.Q.)

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the student.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the student must vacate the room for more than one week. In such case, at least three months' notice is required.

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days after such refusal, apply to the Tribunal administratif du logement for a ruling on the matter.

However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Tribunal administratif du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF PREMISES

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

- the student shall facilitate access to the room and shall not refuse access without justification;
- the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

32. The educational institution may have access to the room during the lease:

- to ascertain the condition of the room between 9 a.m. and 9 p.m.;
- to show the room to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the educational institution shall notify the student verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

33. A student who has not given a notice of renewal of his or her lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The educational institution is not required to notify the student 24 hours in advance of a visit by a prospective lessee.

34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.).

35. Except in case of emergency, the student may deny access to the room if the conditions fixed by law are not satisfied.

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may file an application with the Tribunal administratif du logement to obtain an order for access.

Abuse of the right of access by the educational institution or unjustified denial of access by the student may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

36. No lock or other device restricting access to the leased premises may be installed or replaced without the consent of the educational institution and the student (art. 1934 C.C.Q.).

37. The educational institution may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or room for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

38. Every notice relating to the lease, given by the educational institution (e.g. notice of modification of the conditions of the lease) or by the student (e.g. notice of renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception : Only a notice by the educational institution for the purpose of having access to the room may be given orally.

39. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

40. The lease for a room in an educational institution is not renewed of right, unlike leases for other kinds of dwellings.

41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease that he or she intends to renew it.

In such case, the educational institution may, for the renewed term and for serious reasons, relocate the student in another room of the same type, situated in the same neighbourhood and at equivalent rent.

Consequently, if the student does not give notice of his or her intention to renew the lease, the student shall, when it expires, vacate the room permanently (art. 1980 C.C.Q.).

Modification of lease (art. 1942 C.C.Q.)

42. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice of the modification to the student **within the following periods:**

- in the case of a room:
 - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling:
 - between three and six months before the lease expires if its term is 12 months or more;
 - between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, indicate to the student:

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Tribunal administratif du logement;
- the time granted to the student to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

G NOTICE TO A NEW STUDENT (arts. 1896 and 1950 C.C.Q.)

Mandatory notice to be given by the educational institution at the time the lease 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 room 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 educational institution 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 or removal of a service):

Signature of the education institution's mandatary Day Month Year

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

If the educational institution did not give such notice at the time the lease was entered into, the new student 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 student may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

H SIGNATURES

Signature of the educational institution's mandatary Day Month Year Signature of student (or his or her mandatary) Day Month Year

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. surety).

Name (WRITE LEGIBLY) Signature Capacity

Address of signatory Day Month Year

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

TEMPLATE

LESSEE'S COPY

Reply to a notice of modification

(arts. 1945 and 1980 C.C.Q.)

44. A student who receives a notice of modification of the lease has **one month after receiving it** to reply and notify the educational institution that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s).

If the student fails to reply, this means that he or she accepts the modification(s) requested by the educational institution.

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Tribunal administratif du logement may be requested to set the conditions of renewal.

Exception : Where one of the two boxes in **Section F** is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

Fixing of conditions of the lease by the Tribunal administratif du logement

45. The educational institution has one month, after receiving the reply of a student who refuses the modifications, to apply to the Tribunal administratif du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

ASSIGNMENT AND SUBLEASING

46. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).

SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

47. The student shall vacate the room upon termination of the lease; no grace period is provided for by law.

When vacating the room, the student shall remove any furniture or object other than those belonging to the educational institution (art. 1890 C.C.Q.).

48. Upon termination of the lease, the student shall surrender the premises in the condition in which he or she received them, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the premises may be established by the description made or the photographs taken by the parties; otherwise, the student is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

TEMPLATE

EOQ 52013



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