

LEASE

BETWEEN

the lessee

and the landlord (lessor)

Name of the lessee No. Street Apt. Postal code Telephone number		Name of the landlord (lessor) No. Street Apt. Postal code Telephone number	
Name of the lessee No. Street Apt. Postal code Telephone number		Name of the landlord (lessor) No. Street Apt. Postal code Telephone number	
Where applicable, represent by Name of the representative Position of the representative		Where applicable, represent by Name of the representative Position of the representative	

The terms leased and to be leased are used in this form referring to the term, lease or to be leased. This form is intended to be used for the rental of a dwelling unit for residential purposes only. For a complete list of the terms that are defined here, see the glossary in the booklet "Le logement" (Régie du logement).

DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES

No. 1234 Street 1234 City Montreal Postal code H1A 1A1

Municipality Montreal

Number of rooms 3

This dwelling is leased for residential purposes only. Yes No
 If not, for combined purposes of housing and office
 but no more than one-third of the total area will be used for this second purpose (art. 1832 C.C.O.)

Outdoor parking Number of places 0 Parking spaces 0
 Indoor parking Number of places 0 Parking spaces 0
 Locker/storage space Specify 0 Parking spaces 0
 Other 0

Furniture is leased and included in the rent. Yes No

Kitchen	Rooms	Living room	Other
Stove	Bath(s)	Couch(es)	Washer
Refrigerator	number	number	Dryer
Table	of	Arranged	
Chair(s)	drawers	number	
number	number	Living room	
Dishwasher	of	number	
	total		

The parties should make a description of the condition of the premises at the time of the delivery of the dwelling (art. 1800 C.C.O.)

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

Fixed term lease

- The term of the lease is 12 months beginning on 1 July and ending on 30 June
- or
- Indeterminate term lease
- The term of the lease is indeterminate, beginning on 1 July

Whether the term of a lease is fixed or indeterminate the landlord may not terminate the lease (except in the cases provided for by arts. 1853, 1854 and 1855)

E

SERVICES AND CONDITIONS (cont.)

Services, taxes and consumption costs

- Will be borne by the landlord
- Heating of dwelling
- Hot water
- Electricity
- Water tax

Landlord

Tenant

Landlord

Tenant

Conditions

- The tenant has a right of access to the land. Yes No
- The tenant has the right to keep one or more animals. Yes No

Other services and conditions (e.g., laundry room)

Laundry room
Stoker hood

F

RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED BY THE REGIE DU LOGEMENT (art. 1955 C.C.O.)

Section to be completed where one of the situations described herein applies.

The lease and the landlord may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because

- the dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on _____ day _____ 19__.
 - the dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school converted into dwellings. The immovable became ready for habitation on _____ day _____ 19__.
- However, the Court may rule on any other application concerning the lease (e.g., decrease in rent). If one of the 2 boxes above is ticked off, and if the 5-year period has not yet expired, the tenant who objects to a modification in his lease requested by the landlord, such as an increase in the rent, shall waive that dwelling upon termination of the lease (particulars Nos. 39 and 41).
- If neither of the 2 boxes is ticked off, and if the lessee objects to a modification in his lease requested by the landlord and wishes to continue to live in the dwelling, the lease is then renewed. The landlord may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).

FOLD LINE

G

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

Mandatory notice to be given by the landlord or the sublessee at the time the lease is entered into, except when section F is completed

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 Régie du logement during that period, was \$ _____ per month per week other _____

The property leased and the conditions of your lease are the same. Yes No

If not, the following changes have been made (e.g., addition of parking, heating to be paid by the lessee):

[Handwritten signature]

If the new lessee or sublessee pays a rent higher than that existing at the notice, he must, within 15 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed. If the landlord or sublessee did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed. The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

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SIGNATURES

Please note: Each copy must be signed by both parties.

Name of Agent: _____
 Address of Agent: _____
 City: _____
 State: _____
 Zip: _____
 Signature of Landlord: 
 Signature of Lessee: _____
 Name: _____
 Address: _____
 City: _____
 State: _____
 Zip: _____

Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, another landlord, surety, witness, etc.)

Within 10 days after entering into the lease, the landlord must give the lessee a copy of the lease (art. 4035 C.C.Q.)

NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)

A married lessee may not, without the written consent of his spouse, sublease his dwelling, transfer his lease or terminate his lease where the landlord has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

Notice to Landlord

DO NOT DETACH

I hereby declare that I am married to _____, I hereby notify you that the dwelling covered by the lease will be used as the family residence.

Signature of Lessee or Spouse

RÉGIE DU LOGEMENT

Landlords and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

HOW TO REACH THE RÉGIE DU LOGEMENT