

SCHEDULE 6
TO THE LEASE

Services Offered to the Lessee
by the Lessor

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

This Schedule must be used when a lessor offers services in addition to those indicated in the lease, including services of a personal nature provided to the lessee pursuant to articles 1892.1 and 1895.1 of the **Civil Code of Québec (C.C.Q.)**. In addition, Revenu Québec may require the schedule in order to grant a lessee a tax credit for home-support services.

The provisions pertaining to the rights and obligations of lessors and lessees in articles 1851 to 2000 of the C.C.Q., as well as certain provisions pertaining to persons who live in a private seniors’ residence, in accordance with the **Act respecting health services and social services (AHSSS)**, the **Act respecting the governance of the health and social services system (AGHSSS)** and the **Regulation respecting the certification of private seniors’ residences**, apply not only to a leased dwelling or room, but also to services (e.g. meals, nursing care, laundry service), accessories and dependencies.

The lessor may not, by means of a clause in the lease, limit the lessee’s right to purchase property or to obtain services from such persons as he or she chooses and on such terms and conditions as he or she sees fit.

COST OF SERVICES OF A PERSONAL NATURE PROVIDED TO THE LESSEE

If the lease provides for services of a personal nature to be provided to the lessee, the lessor must complete this Schedule and specify the portion of the rent that relates to the cost of each of those services. The same applies to a senior admitted to a private seniors’ residence that leases a dwelling in low-rental housing where the nursing care and personal assistance services required by the senior’s state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided.

NOTICE OF RESILIATION OF THE LEASE (arts. 1938, 1939, 1974 and 1974.1 C.C.Q.)

A lessor who receives a written notice of resiliation during the term of the lease may claim only the rent that relates to the dwelling, as well as the part of the rent that relates to the cost of the services that are provided for in the lease, in this schedule or in a separate contract, and that were provided to the lessee before he or she vacated the dwelling, if the lessee vacated it for one of the following reasons:

1.

he or she is allocated a dwelling in low-rental housing; or
2.

he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the Tribunal; or
3.

he or she can no longer occupy his or her dwelling because of a handicap; or
4.

if, because of spousal violence, sexual violence or violence towards a child living in the dwelling covered by the lease, the safety of the lessee or of the child is threatened; or
5.

if he or she has died, in which case the notice of resiliation may be given by one of the persons provided for by law (see the particular respecting death in the mandatory lease forms); or
6.

if the person is a senior permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors’ residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the person already resides in such a place at the time of admission.

PRIVATE SENIORS’ RESIDENCE

The operator of a private seniors’ residence must obtain an authorization from Santé Québec allowing it to operate a private seniors’ residence. Only an operator who has obtained a certificate or temporary certificate of compliance may use the designation «private seniors’ residence». To retain this certificate, the operator must comply with the health and social criteria and operating standards provided by regulation.

COMPLIANCE WITH THE LEASE

Before entering into a lease, the lessor must provide the prospective lessor or the prospective lessor’s mandatary, if applicable, with the code of ethics and the document containing general information on life at the residence. During the term of the lease, the lessor must offer and maintain the services provided for in the lease, this Schedule or a separate contract, without increasing the cost or lowering the quality of the services. The cost of the services may be included in the rent or be payable in accordance with another method provided for in the lease, this Schedule or a separate contract.

In particular, they concern the rights of lessees, the exchange of information between the residence and lessees regarding their health and safety, nutrition, medication and liability insurance. In certain cases and on the conditions provided for in the Act, the lease may be resiliated or the lessee may be relocated.

SERVICES INTENDED FOR INDEPENDENT ELDERLY PERSONS

A category 1 residence, operated on a not-for-profit basis, whose services are intended for independent elderly persons and offers services that are included in at least two of the following categories: meal services, security services, recreation services or domestic help services.

A category 2 residence, operated on a for-profit basis, whose services are intended for independent elderly persons and offers services that are included in at least two of the following categories: meal services, security services, recreation services or domestic help services.

SERVICE INTENDED FOR SEMI-INDEPENDENT ELDERLY PERSONS

A category 3 residence, operated on a for-profit or a not-for-profit basis, offers various services intended for semi-independent elderly persons in at least

- a)

one of the four following categories: meal services, security services, recreation services or domestic help services; and
- b)

one of the two following categories: personal assistance services or nursing care.

A category 4 residence, operated on a for-profit or a not-for-profit basis, offers personal assistance services and nursing care intended for elderly persons with a moderate to severe loss of physical or cognitive functional autonomy, as well as services included in at least one of the following categories: meal services, security services, recreation services or domestic help services.

CHARTER OF HUMAN RIGHTS AND FREEDOMS

The rights and obligations arising from the lease shall be exercised in compliance with the Charter, which prescribes, among other things, that every elderly person and every handicapped person has a right to protection against any form of exploitation.

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

PART 1

DETAILED DESCRIPTION OF THE DWELLING, ACCESSORIES, DEPENDENCIES AND SERVICES OF A PERSONAL NATURE PROVIDED TO THE LESSEE

A lessor who operates a private seniors’ residence (PSR) is required to include certain services, accessories or dependencies in the lease. The lessor must provide a call-for-help service that allows lessees to obtain, quickly and at all times, assistance from a person of full age who is on the premises of the residence and is responsible for taking action in case of emergency. The lessor must also ensure adequate supervision at the residence. In addition, in order to promote socialization and prevent situations of isolation, a category 2, 3 or 4 residence must offer lessees different activities, particularly organized and varied facilitation or entertainment activities that are adapted to the profile of the clientele at the residence. Security alert devices for clientele prone to wandering must also be supplied by the residence.

THE FOLLOWING SERVICES, ACCESSORIES AND DEPENDENCIES ARE INCLUDED IN THE LEASE

Check off the boxes to indicate the services included in the lease.

GRAB BARS AND HANDRAILS

- Bathroom

☐
- Corridors (common areas)

☐

CALL-FOR-HELP SERVICE (mandatory 24/7)

- Stationary

☐
- Mobile

☐

SECURITY ALERT DEVICE (risk of wandering)

☐ Specify: _____

(Security alert devices for clients at risk of wandering must be supplied by the lessor except in situations when a resident is waiting for relocation.)

WHEELCHAIR OR ELECTRIC WHEELCHAIR

- Building is wheelchair accessible

☐
- Dwelling is wheelchair accessible

☐
- Adapted dwelling

☐
- Specify: _____

OTHER MOTORIZED MOBILITY ASSISTANCE (mobility scooter)

- Building is wheelchair accessible

☐
- Dwelling is wheelchair accessible

☐
- Adapted dwelling

☐
- Specify: _____

FURNITURE AND APPLIANCES (that the LESSEE MAY NOT BRING)

■ Specify: _____

BALCONY

- Private

☐
- Common

☐

LOCKED STORAGE SPACE

- Location: _____

☐

LAUNDRY ROOM

- Common laundry room

☐
- Service payable on each use

☐ Yes ☐ No

ELEVATOR

RECREATIONAL ACTIVITIES ☐ FACILITATOR ☐ (mandatory in PSR categories 2, 3 and 4)

- Specify: _____

COMMON AREAS AVAILABLE INDOORS

COMMON AREAS AVAILABLE OUTDOORS

AVAILABILITY OF AN ACTIVITY (RECREATION) ROOM

DINING ROOM ACCESSIBLE TO VISITORS

CONSULTATION SERVICES

- Specify: _____

TRANSPORTATION

- Shuttle service

☐
- Other: _____

☐
- Service payable on each use

☐ Yes ☐ No

SECURITY (MANDATORY 24/7 IN PSR) (services offered by the lessor)

■ QUALIFIED PERSON

- Specify: _____

- Schedule: _____

- Work shift:

☐ Day ☐ Evening ☐ Night

- Telephone: _____

■ NURSE

- Specify: _____

- Schedule: _____

- Work shift:

☐ Day ☐ Evening ☐ Night

- Telephone: _____

■ LICENSED PRACTICAL NURSE

- Specify: _____

- Schedule: _____

- Work shift:

☐ Day ☐ Evening ☐ Night

- Telephone: _____

■ ATTENDANT

- Specify: _____

- Schedule: _____

- Work shift:

☐ Day ☐ Evening ☐ Night

- Telephone: _____

■ GUARD

- Specify: _____

- Schedule: _____

- Work shift:

☐ Day ☐ Evening ☐ Night

- Telephone: _____

■ RECEPTIONIST

- Specify: _____

- Schedule: _____

- Work shift:

☐ Day ☐ Evening ☐ Night

- Telephone: _____

■ OTHER:

- Specify: _____

- Schedule: _____

- Work shift:

☐ Day ☐ Evening ☐ Night

- Telephone: _____

OTHER: _____

■ Specify: _____

PART 2

SERVICES OF A PERSONAL NATURE TO BE PROVIDED TO THE LESSEE (article 1895.1 C.C.Q.)

The lessor must specify the cost of each of the services of a personal nature to be provided to the lessee.

These services fall into the following categories: meal services, domestic help services, personal assistance services and nursing care. The lessee is required to pay the cost of these services only if he or she wishes to obtain such services.

Services of a personal nature provided to the lessee in addition to those indicated in this Schedule may be provided temporarily or permanently in consideration of the lessee’s needs and at his or her request, at the costs provided for in the *Detailed list of services offered by the operator* given to the lessee or his or her mandatary, as applicable, by the lessor before entering into the lease. The lessor undertakes to provide these services at the same costs as those indicated on this list throughout the term of the lease. If a service of a personal nature cannot be provided by the lessor, it may not be billed to the lessee. The two parties may agree on an alternative in case of reimbursement, which agreement must be in writing and signed by both parties.

The lessor must also keep in place, at all times, sufficient qualified staff to respond adequately to the offer of services agreed upon and the commitments made regarding the lessees.

Check off the appropriate box for each of the services selected. Specify the cost of each service.

MEAL SERVICES		COST OF 2 ND PERSON <small>(spouse or co-lessee)</small>	
MEALS			
<input type="checkbox"/> Number of daily meals _____			
- Breakfast	\$ _____	\$ _____	
- Lunch	\$ _____	\$ _____	
- Supper	\$ _____	\$ _____	
<input type="checkbox"/> Type of menus			
- Daily menus	\$ _____	\$ _____	
- À la carte menus	\$ _____	\$ _____	
- Dietetic menus	\$ _____	\$ _____	
- Specify: _____			
SNACKS	\$ _____	\$ _____	
<input type="checkbox"/> Number of snacks per day _____			
TOTAL MONTHLY COST:		\$ _____	\$ _____
PERSONAL ASSISTANCE SERVICES			
EATING ASSISTANCE		\$ _____	\$ _____
<input type="checkbox"/> Specify: _____			
DAILY HYGIENE ASSISTANCE			
<input type="checkbox"/> Daily hygiene		\$ _____	\$ _____
- Specify: _____			
<input type="checkbox"/> Bathing		\$ _____	\$ _____
_____ times a week			
<input type="checkbox"/> Dressing		\$ _____	\$ _____
- Specify: _____			
<input type="checkbox"/> Other: _____		\$ _____	\$ _____
INCONTINENCE MANAGEMENT		\$ _____	\$ _____
<input type="checkbox"/> Specify: _____			
MEDICATION			
<input type="checkbox"/> Administration of medication		\$ _____	\$ _____
- Specify: _____			
INVASIVE CARE FOR ASSISTANCE WITH ACTIVITIES OF DAILY LIVING		\$ _____	\$ _____
<input type="checkbox"/> Specify: _____			
<input type="checkbox"/> Schedule: _____			
<input type="checkbox"/> Number of hours: _____			
TOTAL MONTHLY COST:		\$ _____	\$ _____

NURSING CARE		COST OF 2 ND PERSON <small>(spouse or co-lessee)</small>	
NURSE		\$ _____	\$ _____
<input type="checkbox"/> Specify: _____			
<input type="checkbox"/> Schedule: _____			
<input type="checkbox"/> Number of hours: _____			
LICENSED PRACTICAL NURSE		\$ _____	\$ _____
<input type="checkbox"/> Specify: _____			
<input type="checkbox"/> Schedule: _____			
<input type="checkbox"/> Number of hours: _____			
TOTAL MONTHLY COST:		\$ _____	\$ _____
DOMESTIC HELP SERVICES			
LAUNDRY			
<input type="checkbox"/> Bedding		\$ _____	\$ _____
_____ time(s) per week or _____ time(s) per month			
<input type="checkbox"/> Clothing		\$ _____	\$ _____
_____ time(s) per week or _____ time(s) per month			
HOUSEKEEPING			
<input type="checkbox"/> Cleaning the dwelling or room		\$ _____	\$ _____
_____ time(s) per week or _____ time(s) per month			
Specify: _____			
MEDICATION			
<input type="checkbox"/> Distribution of medication		\$ _____	\$ _____
TOTAL MONTHLY COST:		\$ _____	\$ _____
OTHER SERVICES OFFERED			
ASSISTANCE WITH MOBILITY		\$ _____	\$ _____
<input type="checkbox"/> Specify: _____			
ACCOMPANIMENT SERVICE			
<input type="checkbox"/> Medical visits		\$ _____	\$ _____
<input type="checkbox"/> Errands		\$ _____	\$ _____
OTHER:		\$ _____	\$ _____
TOTAL MONTHLY COST:		\$ _____	\$ _____
TOTAL MONTHLY COST OF INCLUDED SERVICES		\$ _____	
+			
BASIC RENT		\$ _____	
TOTAL RENT		\$ _____	

SIGNATURES

_____ Signature of lessor (or his or her representative)	_____ Day	_____ Month	_____ Year	_____ Signature of lessee	_____ Day	_____ Month	_____ Year
				_____ Signature of lessee	_____ Day	_____ Month	_____ Year
_____ Other signatory (e.g. witness or other)	_____ Day	_____ Month	_____ Year	_____ Person to contact in case of emergency (name, address and telephone No.)			