

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 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 living in a private seniors' residence, pursuant to the *Act respecting health services and social services* (AHSSS) and the *Regulation respecting the conditions for obtaining a certificate of compliance and the operating standards for a private seniors' residence*, 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 part 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 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.

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 the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party; 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 a certificate of compliance pursuant to the AHSSS, which defines the term "private seniors' residence". Only an operator who has obtained certification or a temporary certificate of compliance may call his or her lodging facility by that name.

To keep the certificate, the operator must meet a series of health and social criteria and operating standards. These criteria and standards are defined in the *Regulation respecting the conditions for obtaining a certificate of compliance and the operating standards for a private seniors' residence*.

They concern, in particular, residents' rights, the exchange of information between the operator and the lessees on their health and safety, diet, medication and third party liability insurance. In some cases and on the conditions provided for in the AHSSS, the lease may be resiliated or the lessee relocated (arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSSS).

■ Services for independent elderly persons

The lessor of a private seniors' residence offering services for independent elderly persons provides services in at least two of the following categories: meal services, domestic help services, security services and recreation services (see Parts 1 and 2 below). In addition, the operator of such a residence must give to a prospective resident or the prospective resident's representative, if applicable, a document stating in particular that no nursing services and no personal assistance services are provided.

■ Services for semi-independent elderly persons

The lessor of a private seniors' residence offering services for semi-independent elderly persons provides services in at least two of the following categories: meal services, domestic help services, security services, recreation services, personal assistance services and nursing care (see Parts 1 and 2 below). In addition, at least one of the services provided to the lessee must be in the category of personal assistance services or the category of nursing care. Nursing care is a professional activity exercised by a nurse or a nursing assistant, in accordance with the law or an enabling regulation, or by any other person authorized to exercise that activity under a statute or a regulation.

The same residence may offer services for both independent and semi-independent elderly persons.

COMPLIANCE WITH THE LEASE

Before entering into a lease, the lessor must identify with the prospective resident or the prospective resident's representative, if applicable, all of the services that the prospective resident wishes to obtain. During the term of the lease, the lessor must offer and maintain the services listed in the lease, this schedule or a separate contract, without increasing the cost or diminishing the quality of the services. The cost of the services may be included in the rent or may be payable in accordance with another method provided for in the lease, this schedule or a separate contract.

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 2 | SERVICES OF A PERSONAL NATURE

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, security services, recreation services, personal assistance services and nursing care.

Services of a personal nature in addition to those included in this schedule may be used on a temporary or permanent basis depending on the lessee's needs and whether the lessee requests them, at the cost provided for in the list of all the services offered that is given to the lessee or his or her representative, if applicable, by the operator of a private seniors' residence before entering into the lease. The lessor undertakes to provide these services at the cost indicated in the list and throughout the term of the lease.

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

FOOD SERVICES

MEALS

■ number of meals per day: _____

- breakfast \$ _____
 - lunch \$ _____
 - supper \$ _____
- type of meals:
- daily specials \$ _____
 - à la carte meals \$ _____
 - special diet meals \$ _____
- specify: _____

MEAL HOURS

- breakfast from _____ to _____
- lunch from _____ to _____
- supper from _____ to _____

SNACKS

- number of snacks per day: _____
- schedule: _____

MEALS AND SNACKS ARE SERVED:

- in the dining-room
- in the cafeteria
- in the dwelling or room \$ _____

TOTAL MONTHLY COST: \$ _____

PERSONAL ASSISTANCE SERVICES

EATING ASSISTANCE

- specify: \$ _____

ASSISTANCE WITH DAILY PERSONAL HYGIENE

- daily hygiene \$ _____
- specify: _____
- bathing \$ _____
- _____ times a week
- dressing \$ _____
- specify: _____
- other: \$ _____

MEDICATION

- distribution of medication \$ _____
- administration of medication \$ _____
- specify: _____

INVASIVE CARE SERVICES INVOLVED IN ASSISTANCE

- WITH ACTIVITIES OF DAILY LIVING \$ _____
- specify: _____

TOTAL MONTHLY COST: \$ _____

NURSING CARE

NURSE

- specify: \$ _____

- number of hours: _____

NURSING ASSISTANT

- specify: \$ _____

- number of hours: _____

CARE ATTENDANT

- specify: \$ _____

- number of hours: _____

TOTAL MONTHLY COST: \$ _____

DOMESTIC HELP SERVICES

LAUNDRY

- household linen _____ times a week or _____ times a month \$ _____
- clothing _____ times a week or _____ times a month \$ _____

HOUSEKEEPING

- cleaning of dwelling or room _____ times a week or _____ times a month \$ _____
- specify: _____

TOTAL MONTHLY COST: \$ _____

OTHER SERVICES OFFERED

- HELP WITH GETTING AROUND** \$ _____
- specify: _____

ESCORT SERVICE

- medical appointments \$ _____
- errands \$ _____

- SECURITY DEVICE (for persons at risk of wandering)** \$ _____
- specify: _____

ASSISTANCE FOR COMPLETING FORMS RELATED TO THE TAX

CREDIT FOR HOME-SUPPORT SERVICES FOR SENIORS \$ _____

OTHER: \$ _____

TOTAL MONTHLY COST: \$ _____

TOTAL MONTHLY COST OF SERVICES \$ _____

+

BASIC RENT (see mandatory lease form) \$ _____

TOTAL RENT \$ _____

SIGNATURES

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