

Lessee's response to a notice of rent increase and modification of another condition of the lease

This notice is given in accordance with article 1945 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee must keep a copy of the notice and proof that the served notice was received.

Notice to:

(Lessor name)

(Lessor name)

(Address of leased dwelling)

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off **ONE** of the boxes below):

- ☐ **I accept** the renewal of the lease with the modifications.
- ☐ **I refuse** the proposed modifications and **am renewing the lease**.
- ☐ **I am not renewing my lease** and I **will vacate** the dwelling at the end of the lease.

If the lease mentions that the dwelling is situated in a housing cooperative of which the lessee is a member or in a building that was constructed or has had its destination changed in the past five years, a lessee who objects to a proposed modification must move out at the end of the lease (see section F of your lease) (arts. 1945 and 1955, C.C.Q.).

Year Month Day

(Lessee name – please print)

(Lessee signature)

Year Month Day

(Lessee name – please print)

(Lessee signature)

Confirmation of receipt, if the lessor is served the notice in person

I confirm that I received this notice on:

Year Month Day

(Lessor name – please print)

(Lessor signature)

Year Month Day

(Lessor name – please print)

(Lessor signature)

INFORMATION

Negotiation of an agreement

To help you negotiate a rent increase agreement, the Tribunal recommends using its tool **How to agree on the rent** and having invoices and accounts justifying the proposed increase. This tool is available from your local Tribunal office, and an interactive version is available on the Tribunal's website (www.tal.gouv.qc.ca/en).

Application to the Tribunal administratif du logement to fix the rent

If the lessee objects to the rent increase or the proposed modifications, the lessor may apply to the Tribunal administratif du logement, within one month of receiving the notice of objection, to have the rent fixed or for a ruling on any other modification of the lease. The lessee and the lessor must abide by the Tribunal's decision (new rent or new conditions). **If the lessor does not apply to the Tribunal, the lease is renewed at the same rent and on the same conditions.**

If the lease mentions that the dwelling is situated in a housing cooperative of which the lessee is a member or in a building that was constructed or has had its destination changed in the past five years, a lessee who objects to a proposed modification must move out at the end of the lease (see section F of your lease) (arts. 1945 and 1955, C.C.Q.).

The lessor's notice and the lessee's response must be given within the time frames in the following table.

Steps in the lease modification process and notice periods (arts. 1942, 1945 and 1947, C.C.Q.)			
	Step 1: Lessor gives notice	Step 2: Lessee responds	Step 3: Lessor applies to the Tribunal administratif du logement
Lease of 12 months or more	3 to 6 months before the end of the lease	Within 1 month of receiving the notice of modification. If the lessee does not respond, they are presumed to have agreed to the modification.	Within 1 month of receiving the lessee's notice of objection.
Lease of less than 12 months	1 to 2 months before the end of the lease		Otherwise, the lease is renewed by operation of law on the same conditions.
Lease with an indeterminate term	1 to 2 months before the proposed modification		
Lease for a room	10 to 20 days before the end of a fixed-term lease or before the proposed modification if the lease is of indeterminate term		
Exceptions apply. See section F of your lease (art. 1955, C.C.Q.)			