

MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSOR (WRITE LEGIBLY) AND THE LESS (WRITE LEGIBLY)

<div>SPG Canada</div> <div>Name</div> <div>1650 Boulevard RenÃ©-LÃ©vesque O, Suite 100</div> <div>No. Street Apt.</div> <div>MontrÃ©al H3H 2S1</div> <div>Municipality Postal code</div> <div>+15149373529 +18556666364</div> <div>Telephone No. Other Telephone No.(cell phone)</div> <div>administration@spg-canada.com</div> <div>Email address</div> <div>Name</div> <div>No. Street Apt.</div> <div>Municipality Postal code</div> <div>Telephone No. Other Telephone No.(cell phone)</div> <div>Email</div> <div>Where applicable,represented by:</div>	<div>Daniel li</div> <div>Name</div> <div>1650 boul Rene levesque West</div> <div>No. Street Apt.</div> <div>Montreal H3H 2S1</div> <div>Municipality Postal code</div> <div>5145497799</div> <div>Telephone No. Other Telephone No.(cell phone)</div> <div>daniel.lihao@gmail.com</div> <div>Email address</div> <div>Name</div> <div>No. Street Apt.</div> <div>Municipality Postal code</div> <div>Telephone No. Other Telephone No.(cell phone)</div> <div>Email</div>
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The name indicated in the lease must be those that the lessor and the lessee are legally authorized to use.  
The term "lessor" in the Civil Code of Quebec generally refers to the owner of the immovable.

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

Address

76

No. Street Apt.

MontrÃ©al H4A 3J3 4.5

Municipality Postal code Number of rooms

The dwelling is leased for residential purposes only. ☒ Yes ☐ No

If the "No" box is checked off,the dwelling is leased for the combined purposes of housing and 

Specify (e.g.professional activities)

but no more than one-third of the total floor area will be used for that second purpose (art. 1892 C.C.Q.).)

The dwelling is located in a unit under divided co-ownership. ☐ Yes ☒ No

☐ Outdoor parking Number of place Parking space(s)

☐ Indoor parking Number of place Parking space(s)

☐ Locker or storage space 

Specify

Other accessories and dependencies 

Specify

Furniture is leased and included in the rent ☐ Yes ☒ No

Appliances

☐ Washer ☐ Stove ☐ Microwave oven ☐ Dishwasher ☐ Refrigerator

Furniture

☐ Dryer ☐ Table(s) ☐ Chair(s)

Chest(s) of drawers ☐ Couch(es) ☐ Armchair(s) ☐ Bed(s)

Number Number Number Number Size

Other

☒

The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or mroe smoke detectors in the dwelling and the immovable

Initials of lessor Initial of lessor Day Month Year

Initials of lessee Initials of lessee Day Month Year

C TERM OF LEASE (art.1892 C.C.Q.)

<div><b>FIXED TERM LEASE</b></div> <div>The term of the lease is .</div> <div><div>From01/03/2019to28/02/2019</div><div>Day Month Year Day Month Year</div><div>Specify number of weeks,months or years</div></div> <div>Neither the lessor nor the lessee may terminate the lease unilaterally, except in tha case provided for by law(particulars nos,5,9,23,24,45 and 51). However, they may terminate the lease by mutual consent.</div>	<div><b>INDETERMINATE TERM LEASE</b></div> <div>The term of the lease is indeterminate,</div> <div>beginning on .</div> <div><div>Day Month Year</div></div>
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Régie du logementLES PUBLICATIONS DU QUEBECMay not be reproduced | August 2016

Initials of lessorInitials of lessee

DRENT(arts. 1855, 1903 and 1904 C.C.Q.)

The rent is \$850. ☒ Per month ☐ Per week

The total cost of service is \$ . ☐ Per month ☒ Per week

The total rent is \$ 850 . ☐ Per month ☒ Per week

Where applicable, enter the cost of services of a personal nature in Schedule 6 to the lease: Services Offered to the Lessee by the Lessor.

The lessee is a beneficiary of a rent subsidy program. ☐ Yes ☒ No

Specify

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 lessee agrees to give the lessor postdated cheques for the term of the lease.  
☐ Yes ☒ No  
Initials of lessee Initials of lessee

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.

A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months(art.1906 C.C.Q.).

The lessor may not exact any other amount of the money from the lessee (e.g. deposit for the keys.)

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

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

ESERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE

A copy of the by-laws of the immovable was given to the lesseebeforeentering into the lease.

Given on 30/01/2019 | | | Initials of lessee Initials of lessee  
Day Month Year

DIVIDED CO-OWNERSHIP

A copy of the by-laws of the immovable was given to the lessee.

Given on | | | | | Initials of lessee Initials of lessee  
Day Month Year

WORK AND REPAIRS

The work and repairs to be done by the lessor and the timetable for performing them are as follows:

Before the delivery of the dwelling

During the the lease

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)

SERVICES,TAXES AND CONSUMPTION COSTS

Will be borne by:

	Lessor	Lessee		Lessor	Lessee
Heating of dwelling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal		
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<div><div>Parking area</div><div>Balcony</div><div>Entrance,walkway,driveway</div><div>Stars</div></div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water heater(rent fees)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water(user fees)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

CONDITIONS

The lessee has a right of access to the land. ☐ Yes ☒ No

The lessee has a right to keep one or more animals. ☐ Yes ☒ No

OTHER SERVICES,CONDITIONS AND RESTRICTIONS (e.g. antenna,barbecue,air conditioner,clothesline,painting,pool,laundry room)

Initials of lessor

Initials of lessee

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, used and maintenance of the dwelling and of the common premises.

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

If the dwelling is located in an immovable under divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the lessor or by the syndicate of the co-ownership (art. 1057 C.C.Q.).

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

Work and repairs: on the date fixed for the delivery of the dwelling, the lessor must deliver it in a good state of repair in all respects. However, the lessor and the lessee 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 lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (art.1892, 1893, 1910 and 1911 C.C.Q.).

Assessment of the condition of premises: In the absence of an assessment of the condition of the premises(descriptions,photographs,etc.),the lessee is presumed to have received the dwelling 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 (arts. 1955 C.C.Q.)

The lessor and the lessee may not apply to the Regie 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 dwelling is located in an immovable erected five years ago or less.

The dwelling became ready for habitation on

DayMonthYear

OR

☐

The dwelling 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 dwelling became ready for habitation on

DayMonthYear

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

If not of the two boxes opposite is checked off

and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor,such as an increase in the rent, **must vacate** the dwelling upon termination of the lease(particulars Nos. 39 and 41).

If neither of two the boxes opposite is checked off

and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The lessor may apply to the Regie du logement to have the conditions of the lease fixed for the purposes of its renewal(particulars Nos. 41 and 42).

G

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

Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in section F is checked off.

I hereby notify you that lowest rent paid for your dwelling during the 12 months preceding the beginning od your lease, or the rent fixed by the Regie du logement during that period, was \$ 950.

☒ Per month

☐ Per week

☐ Other

The property leased, the services offered by the lessor 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 of services of a personal nature, personal assistance services and nursing care, parking,heating):

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

If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublessee may, within two monthes after the beginning of the lease, apply to the Regie du loge-ment to have his or her rent fixed.

The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

Signature of lessor

DayMonthYear

H

SIGNATURES

Signature of lessor(or his or her mandatory)

DayMonthYear

Signature of lessee(or his or her mandatory)

DayMonthYear

Signature of lessor(or his or her mandatory)

DayMonthYear

Signature of lessee(or his or her mandatory)

DayMonthYear

The lessees undertake to be solidarily liable for the lease (particulars Nos.11 and 12).

☐ Yes

☐ No

Initials of lessee

Initials of lessee

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

(Particular No.12)

Name (WRITE LEGIBLY)

Signature

Capacity

Address of signatory

DayMonthYear

Name (WRITE LEGIBLY)

Signature

Capacity

Address of signatory

DayMonthYear

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

I

NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.C.Q.)

A lessee who is **married or in a civil union** may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the lessor has been notified,by either of the spouses, that the dwelling leased is used as the family residence.

Notice to lessor

I hereby declare that i am **married** to or **in a civil union** with

Name of spouse

I hereby notify you that the dwelling covered by the lease will be used as the family residence.

Address of signatory

DayMonthYear

If the lease includes services in addition to those indicated on this form,including services of a personal nature, complete Schedule 6 to the the lease: Services Offered to the Lessee bu the Lessor.

Initials of lessor

Initials of lessee