

NOTE – This form must be used to conclude the lease of a dwelling.

1. IDENTIFICATION OF THE PARTIES

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NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSEE 1 AND REPRESENTATIVE, IF APPLICABLE,
RELATIONSHIP TO LESSEE (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSOR 1 AND REPRESENTATIVE, IF APPLICABLE,
RELATIONSHIP TO LESSOR (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSEE 2 AND REPRESENTATIVE, IF APPLICABLE,
RELATIONSHIP TO LESSEE (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSOR 2 AND REPRESENTATIVE, IF APPLICABLE,
RELATIONSHIP TO LESSOR (E.G. MANDATARY)

(hereinafter called "the LESSEE").

(hereinafter called "the LESSOR").

2. OBJECT OF THE PROMISE TO LEASE

2.1 The LESSEE hereby promises to lease the premises described hereinafter, for the rent amount and under the conditions stated below, through:

_____, broker

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LICENCE NUMBER

- carrying on activities within the following business corporation: _____
- representing the following agency: _____ or acting on his own account.

3. SUMMARY DESCRIPTION OF THE PREMISES

3.1 The immovable is designated as follows:

NUMBER	STREET	APARTMENT	CITY	PROVINCE	POSTAL CODE
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CADASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION	OF PARKING SPACE	OF STORAGE SPACE
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DIMENSIONS m ft AREA m² ft²

The immovable held in divided co-ownership includes:

- | | | |
|----------------------------------------|------------------------------------------|------------------------------------------------------------------|
| _____ parking space(s) number(s) _____ | <input type="checkbox"/> private portion | <input type="checkbox"/> common portion for restricted use |
| | <input type="checkbox"/> other: _____ | <input type="checkbox"/> indoor <input type="checkbox"/> outdoor |
| _____ storage space(s) number(s) _____ | <input type="checkbox"/> private portion | <input type="checkbox"/> common portion for restricted use |
| | <input type="checkbox"/> other: _____ | <input type="checkbox"/> indoor <input type="checkbox"/> outdoor |

and all related rights in common portions:

SHARE OF COMMON PORTIONS

CADASTRAL DESCRIPTION OF COMMON PORTIONS

A _____ % share of the immovable designated above is held in undivided co-ownership with exclusive use of :

_____ (E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)
and including: _____ parking space(s) number(s) _____ storage space(s) number(s) _____

AREA OF SHARE HELD IN UNDIVIDED CO-OWNERSHIP _____
 m² ft²
 GROSS NET AS PER CERTIFICATE OF LOCATION

(hereinafter called "the PREMISES").

4. RENT AND LEASING CONDITIONS

4.1 RENT – The rent which the LESSEE agrees to pay shall be _____ dollars
(_____ \$) per week per month other: _____ ,
for a total amount of _____ dollars (_____ \$) for
the entire term of the lease in case of a fixed-term lease.

The LESSEE agrees to pay the rent for the corresponding period covered (week, month or other) on the first day of each term, unless otherwise agreed in clause 10.1 or in any Annex forming an integral part of this promise to lease.

4.2 TERM OF THE LEASE OF THE PREMISES

Fixed-term lease – The complete term of the lease shall be _____ months year(s),
beginning on _____ and
ending on _____
DATE DATE

OR

Lease of indeterminate term – The lease is of indeterminate term, beginning on _____
DATE

Unless the LESSOR and the LESSEE have agreed on a different renewal term or if the LESSOR sends a notice of change to the LESSEE within the time period stipulated by law, the lease shall be renewed at the expiry of the term at the same conditions and for the same term or, if the term of the initial lease is longer than 12 months, for a term of 12 months.

4.3 DEPOSIT – With this promise to lease, the LESSEE remits to the intermediary referred to in clause 2.1, as an instalment on the first term of the lease or, if such term exceeds one month, on the first month of the lease, the sum of _____ dollars
(_____ \$), by cheque payable to the order of " _____ in trust"
NAME OF AGENCY OR BROKER TRUSTEE

(hereinafter called the "TRUSTEE"). Following acceptance of this promise to lease, the cheque may be certified and shall be given to the TRUSTEE, who shall deposit it into his trust account until the signing of the lease or until the LESSEE begins occupancy of the PREMISES, whichever ever first occurs, whereupon that sum shall be applied against the lease price. As soon as he has deposited that sum into his trust account, the TRUSTEE shall give the depositor a receipt. Should this promise to lease become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE may require that the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in accordance with this promise to lease or with the law.

5. DECLARATIONS AND OBLIGATIONS OF THE LESSEE

5.1 DAMAGES – In the event that no lease is signed for the PREMISES through the LESSEE's fault, the LESSEE undertakes to compensate directly the agency or the broker, bound to the LESSOR by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the LESSOR would otherwise have had to pay.

6. REVIEW OF DOCUMENTS BY THE LESSEE

- 6.1 This promise to lease is conditional upon the LESSEE's examination of the declaration of co-ownership and the by-law of the immovable and any amendments thereto as well as the following documents:

To this effect, the LESSOR shall submit to the LESSEE a copy of the above documents within _____ days following acceptance of this promise to lease.

Should the LESSEE not be satisfied upon examining and verifying these documents, or should he fail to receive them within the specified time period and wish to make this promise to lease null and void as a result, he shall notify the LESSOR, in writing, within seven (7) days following the expiry of the above-mentioned time period.

This promise to lease shall become null and void upon receipt of this notification by the LESSOR. Should the LESSEE fail to notify the LESSOR within the above-mentioned time period, he shall be deemed to have waived this condition.

7. DECLARATIONS AND OBLIGATIONS OF THE LESSOR

- 7.1 The LESSOR declares that the information contained in this promise has been given in good faith and to the best of his knowledge. He shall provide, in writing, to the LESSEE any additional information relating to the PREMISES as soon as he becomes aware of it.
- 7.2 **The LESSOR declares that, unless stipulated otherwise in 10.1 or in any Annex forming an integral part of this contract:**
1. he is not aware of any restrictions relating to the leasing of PREMISES;
 2. he is not aware of any factor relating to the PREMISES that is liable to significantly reduce the value thereof or the income generated thereby, increase the expenses related thereto, or restrict the use thereof;
 3. he has not received any notice of non-compliance from a competent authority or an insurer with which he has not complied;
 4. the PREMISES or the immovable where they are located are serviced by and connected to municipal water and sewer services;
 5. he is duly authorized to sign this contract and to accept any agreement to lease the PREMISES;
 6. the PREMISES or the immovable where they are located are not the subject of any agreement to sell, lease or exchange, the PREMISES, or of a lease containing a right of first refusal in favour of a third party;
 7. there is no exclusivity clause which could affect the use of the PREMISES mentioned in 8.2;
 8. the PREMISES may be used for the purpose for which they are leased and he will maintain them as such for the entire term of the lease.
- 7.3 **DELIVERY OF THE PREMISES** – The LESSOR promises to lease the PREMISES to the LESSEE and shall deliver the PREMISES in good repair in all respects, clean and habitable, and shall provide him with peaceable enjoyment of the PREMISES for the entire term of the lease.

The LESSOR will not deliver PREMISES that are unfit for habitation. A dwelling is unfit for habitation when its condition represents a serious threat to the health or safety of its occupants or the public, or when it has been declared unfit by the court or by a competent authority.

- 7.4 **BY-LAW OF THE IMMOVABLE** – The LESSOR shall provide to the LESSEE, before the signing of the lease, the by-law of the immovable containing the rules regarding enjoyment, use and maintenance of the dwellings and the common spaces, drafted in French unless the language is otherwise stipulated in 10.1 or in any Annex forming an integral part of this promise and, generally, all other documents concerning the PREMISES;
- 7.5 **DEFECT OR IRREGULARITY** – Should the LESSEE or the LESSOR be notified, before the signing of the lease, of any defect or irregularity whatsoever affecting the declarations and obligations of the LESSOR contained herein, the LESSOR shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the LESSEE, in writing, that he has remedied that defect or irregularity at his expense or that he will not to remedy it.

The LESSEE may, within a period of five (5) days following receipt of a notice from the LESSOR that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the LESSOR, in writing:

- a) that he is leasing with the alleged defects or irregularities mentioned. Consequently, the LESSOR's declarations and obligations shall be reduced accordingly;

OR

- b) that he renders this promise to lease null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the LESSEE and the LESSOR shall be borne only by the LESSOR.

Where the LESSEE has not availed himself of the provisions of paragraphs a) or b) above within the time period stipulated, this promise to lease shall become null and void. Consequently, the LESSEE and the LESSOR shall each bear the fees, expenses and costs incurred by them respectively.

- 7.6 **INTERVENTION OF SPOUSE** – If all or part of the PREMISES constitute the LESSOR's family residence, or where rendered necessary by the LESSOR's marital status, the LESSOR undertakes to remit to the LESSEE, as soon as this promise to lease is accepted, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence, and an undertaking by his spouse to intervene in the lease for the same purpose, or a copy of a judgment authorizing him to lease the PREMISES without his spouse's consent and concurrence. Failing that, the LESSEE may, by giving written notice to this effect, render this promise to lease null and void.

7.7 **DAMAGES** – In the event that, through the LESSOR’S fault, no lease is signed for the PREMISES, the LESSOR undertakes to compensate directly the agency or the broker, bound to the LESSEE by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the LESSEE would otherwise have had to pay.

8. DECLARATIONS AND OBLIGATIONS COMMON TO THE LESSEE AND THE LESSOR

8.1 **LEASE** – The LESSEE and the LESSOR shall sign, in the cases specified in article 1892 of the Civil Code of Québec, the mandatory Lease form from the Régie du logement drafted in French, unless otherwise stipulated in 10.1 or in any Annex forming an integral part of this promise to lease, or in the lease annexed hereto, on or before : _____ .

DATE

8.2 **USE OF THE PREMISES** (e.g. residence only or other):

8.3 **INCLUSIONS** – Included in the lease are the following items:

which must be in good working order for the term of the lease.

8.4 **EXCLUSIONS** – Excluded from the lease are the following items:

8.5 Indicate below the service fees or taxes to be assumed by the LESSEE (e.g. connected alarm system, snow removal contract, electricity, heating, water tax, etc.):

9. CHECKING PAYMENT HABIT

9.1 The LESSEE shall forward with this promise to lease the Consent to check payment habits CCPH - [] [] [] [] [] [] duly completed.

9.2 This promise to lease is conditional upon the LESSOR being able to perform a check of payment behaviours and habits of the LESSEE within the seven (7) days following the acceptance of this promise to lease.

If the LESSOR is not satisfied with the results of this check, he shall notify the LESSEE in writing within the seven (7) days following the expiry of the time period mentioned above.

This promise to lease shall become null and void from the time this notice is received by the LESSEE. Should the LESSOR fail to notify the LESSEE within the time period mentioned above, he shall be deemed to have waived this condition.

(V16 01/2017)

10. OTHER DECLARATIONS AND CONDITIONS

10.1

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a transaction

11. ANNEXES

11.1 The provisions set forth in the Annexes identified below form an integral part of this contract:

Consent to check payment habits CCPH - [] [] [] [] [] [] General Annex AG- [] [] [] [] [] []

Other(s) : _____

12. CONDITIONS OF ACCEPTANCE

12.1 The LESSEE and the LESSOR declare that their consent is not the result of any representation or condition not contained herein. The LESSEE is irrevocably committed until _____ : _____, on _____ DATE _____.

If the LESSOR accepts this promise to lease, within this deadline, it shall constitute a contract that is legally binding on the LESSEE and the LESSOR until proper and full execution. If the LESSOR does not accept it, within this deadline, this promise to lease shall become null and void. A refusal by the LESSOR shall render this promise to lease null and void. A counter-proposal by the LESSOR shall have the same effect as a refusal.

13. INTERPRETATION

13.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.

13.2 This contract and the performance thereof are governed by the laws of Québec.

