Make the necessary adaptations if the leased property is a dwelling instead of a room.

Address and description of room

The room is leased for residential purposes only.

Outdoor parking

Indoor parking

Furniture is leased and included in the rent.

Appliances

Furniture

Other

The educational institution and the student undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the room and the immovable.

The names indicated in the lease must be those that the educational institution and the student are legally authorized to use.

Address and description of room

TERM

The term of the lease is

Specify number of weeks or months.

From

To

In an Educational Institution

www.rdl.gouv.qc.ca

Montréal area: 514 873-BAIL*

Elsewhere in Québec: 1 800 683-BAIL*

*An automated information service is available around the clock.
D  RENT (arts. 1855, 1903 and 1904 C.C.Q.)
The rent is $ ___________ .  □ Per month   □ Per week
The total cost of services is $ ___________ .  □ Per month   □ Per week
The total rent is $ ___________ .  □ Per month   □ Per week

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 student agrees to give the educational institution postdated cheques for the term of the lease.
□ Yes  □ No
Initials of student

PLACE OF PAYMENT
The rent is payable at ___________.
Place of payment (specify if the payment is made by mail, if applicable)

E  SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE
A copy of the by-laws of the immovable was given to the student before entering into the lease.
Given on ___________ .
Day Month Year Initials of student

JANITORIAL SERVICES
Specify
The contact information for the janitor or the person to contact if necessary is as follows:
Name ___________
Telephone No. ___________
Email address ___________

THE FOLLOWING SERVICES WILL BE BORNE BY:

Educational institution  Student
Heating of room  □  □
Electricity  □  □
Gas  □  □
Fuel oil  □  □

Wired Internet access  □  □
Wireless Internet access  □  □

Nicotine  □  □
Telephone  □  □

Laundry  □  □
Silent  □  □

Other conditions

F  RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)
The educational institution and the student may not apply to the Régie 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 room is located in an immovable erected five years ago or less.
   The immovable became ready for habitation on ___________.
   Day Month Year
OR
□ The room 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 immovable became ready for habitation on ___________.
   Day Month Year

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).
Mandatory notice to be given by the educational institution at the time the lease is entered into, except when one of the two boxes in Section F is checked off.

I hereby notify you that the lowest rent paid for your room during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was $___________.

☐ Per month  ☐ Per week  ☐ Other

The property leased, the services offered by the educational institution 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 or removal of a service):

__________________________________________________________

Signature of the education institution's mandatary

Day  Month  Year

Signature of student (or his or her mandatary)

Day  Month  Year

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

Name (WRITE LEGIBLY)  Signature  Capacity

Address of signatory

Day  Month  Year

The educational institution must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).
GENERAL INFORMATION

These particulars describe most of the rights and obligations of educational institution-lessors and student-lessees. They summarize the essential points of the law concerning leases, i.e. articles 1854 to 1983 of the Civil Code of Québec (C.C.Q.) and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec.

The particular applies to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the room, whether or not they are included in the lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her room, or impose more onerous conditions as to peaceful enjoyment and free disposition of the room than that of a person is pregnant. Nor can it so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease of the Civil Code of Quebec or under the Act respecting the Régie du logement (art. 1899 C.C.Q.).

No person may harass a student in such a manner as to limit the student's right to peaceful enjoyment of the premises or to induce him or her to leave the room. In case of a violation of the student's damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, and damages and, in certain cases, persons', property throughout the term of the lease (art. 1982 C.C.Q.).

Chartier of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Chartier, which prescribe, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable. The Chartier also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, handicap or the use of any means to palliate a handicap. The Chartier also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Access to documents and protection of personal information

If the educational institution is a public body, it shall comply with the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information. Otherwise, it shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the immovable

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

3. Pursuant to article 1983 of the Civil Code of Québec, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1893, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect.

For instance, one may waive his or her right to maintain occupancy in his or her room (arts. 1936, 1937 and 1983 C.C.Q.).

Also, no one may release himself or herself from the obligation to give notice (art. 1938 C.C.Q.). The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges the educational institution's right to fix the rent for the total period of the lease (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The student may apply to the Régie du logement to have a clause in the lease recognized as non-compliant with the Code or to have the clause cancelled or the obligation arising from it be reduced (art. 1901 C.C.Q.).

5. The student has a personal right to maintain occupancy in his or her room (art. 1836 C.C.Q.). The student may be evicted from his or her room only in certain cases provided for by law, including:

- resiliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
- resiliation of the lease if the student ceases to be a full-time student, ends his or her studies or ceases or is enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

However, the student is not entitled to maintain occupancy if he or she leases a room in an educational institution other than the one in which the student is enrolled (art. 1979 C.C.Q.).

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).

8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

9. The lease of a student is resiliated of right when the student ceases to be a full-time student and his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

10. Where a student ceases to be a full-time student, the educational institution may resiliate his or her lease if the student's safety is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

New lessor

13. The new lessor is bound to respect the lease of the student.

14. Where the student has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the student may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Non-payment of rent

15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemnation for the student to pay it. Also, if the educational institution may obtain the resiliation of the lease if the student fails to repay the rent within three weeks after the date fixed for the delivery of the room, its accessories and dependencies in clean and condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

However, the educational institution may not release itself from the obligation to deliver the room, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

17. An educational institution may not offer a room that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

ENJOYMENT OF PREMISES

18. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

DELIVERY OF ROOM AT THE BEGINNING OF THE LEASE

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair. However, the educational institution and the student 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.).
19. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

20. The student may not, without the consent of the educational institution, use or keep in the room a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

21. The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts. 1856 C.C.Q.).

MAINTENANCE AND REPAIRS

Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

24. The student shall keep the premises in clean condition. Where the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.).

25. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

26. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be regarded as obligations under the lease (art. 1912 C.C.Q.).

27. The student may abandon the room if it becomes unfit for habitation. In such a case, he or she shall inform the educational institution of the condition of the room before abandoning it within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

28. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the premises temporarily. In the case of urgent repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

29. The student may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, the student may do so only if he or she has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course.

The educational institution may intervene at any time to ascertain the condition of the room.

The student shall render an account to the educational institution of the repairs undertaken and the expenses incurred and shall deliver the invoices to the institution. The student may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room, including the right to compensation if he or she vacates the room temporarily, the educational institution may require the student to vacate the property for more than one week. In such case, at least three months’ notice is required. If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter. However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF PREMISES

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

• the student shall facilitate access to the room and shall not refuse access without justification;
• the educational institution shall not abuse its right of access;
• the educational institution may have access to the room during the lease;
• to access the condition of the room between 9 a.m. and 9 p.m.;
• to show the room to a prospective acquirer between 9 a.m. and 9 p.m.;
• to carry out work between 7 a.m. and 7 p.m.

In all three cases, the educational institution shall request access verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

33. A student who has not given a notice of renewal or his lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The educational institution is not required to inform the student 24 hours in advance of a visit by a prospective lessee.

34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.).

35. Except in case of emergency, the student may deny access to the room if the conditions fixed by law are not satisfied.

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may file an application with the Régie du logement to obtain an order for access. Abuse of the right of access by the educational institution or unjustified denial of access by the student may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

36. No lock or other device restricting access to the leased premises may be installed or replaced without the consent of the educational institution and the student (arts. 1934 C.C.Q.).

37. The educational institution may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

38. Every notice relating to the lease, given by the educational institution (e.g. notice of modification of the conditions of the lease) or by the student (e.g. notice of renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the educational institution for the purpose of having access to the room may be given orally.

39. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

40. The lease for a room in an educational institution is not renewed of right, unlike leases for immovable dwellings.

41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give notice before the expiry of the lease that he or she intends to renew it.

In such case, the educational institution may, for the renewed term and for serious reasons, relocate the student in another room of the same type, situated in the same neighbourhood and at equivalent rent.

Consequently, if the student does not give notice of his or her intention to renew the lease, the student shall, when it expires, vacate the room permanently (art. 1890 C.C.Q.).

Modification of lease (art. 1942 C.C.Q.)

42. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease provided that it gives notice of the modification to the student within the following periods:

• in the case of a room:
  • between 10 and 20 days before the lease expires, regardless of its duration;
  • in the case of a dwelling:
  • between three and six months before the lease expires if its term is 12 months or more;
  • between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, inform the student:

• the modification(s) requested;
• the new term of the lease, if it wishes to change it;
• the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
• the time granted to the student to refuse the proposed modification(s), i.e., one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).
Reply to a notice of modification (arts. 1945 and 1980 C.C.Q.)

44. A student who receives a notice of modification of the lease has one month after receiving it to reply and notify the educational institution that he or she:

• accepts the requested modification(s); or
• refuses the requested modification(s).

If the student fails to reply, this means that he or she accepts the modification(s) requested by the educational institution.

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal.

Exception: Where one of the two boxes in Section F is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

Fixed conditions of the lease by the Régie du logement

45. The educational institution has one month, after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

Assignment and subleasing

46. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).

Surrender of room upon termination of the lease

47. The student shall vacate the room upon termination of the lease; no grace period is provided for by law.

When vacating the room, the student shall remove any furniture or object other than those belonging to the educational institution (art. 1890 C.C.Q.).

48. Upon termination of the lease, the student shall surrender the premises in the condition in which he or she received them, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the premises may be established by the description made or the photographs taken by the parties; otherwise, the student is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).
The room is leased for residential purposes only.

Outdoor parking

Indoor parking

Furniture is leased and included in the rent.

Appliances

- Stove
- Microwave oven
- Refrigerator

Furniture

- Table(s)
- Chair(s)
- Chest(s) of drawers
- Couch(es)
- Armchair(s)
- Bed(s)

Other

- Storage space

The educational institution and the student undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the room and the immovable.

The names indicated in the lease must be those that the educational institution and the student are legally authorized to use.

The term of the lease is.

From to

Specify number of weeks or months.
D | RENT (arts. 1855, 1903 and 1904 C.C.Q.)

The rent is $ ____________________ . ☐ Per month ☐ Per week
The total cost of services is $ ____________________ . ☐ Per month ☐ Per week
The total rent is $ ____________________ . ☐ Per month ☐ Per week

DATE OF PAYMENT

■ FIRST PAYMENT PERIOD
The rent will be paid on ____________________ .
Date of payment (specify if the payment is made by mail, if applicable)
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 student agrees to give the educational institution postdated cheques for the term of the lease.
☐ Yes ☐ No
Initials of student

PLACE OF PAYMENT

The rent is payable at ____________________ .
Place of payment (specify if the payment is made by mail, if applicable)

E | SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE

A copy of the by-laws of the immovable was given to the student before entering into the lease.
Given on ____________________ .
Day Month Year
Initials of student

JANITORIAL SERVICES

Specify

The contact information for the janitor or the person to contact if necessary is as follows:

Name ____________________ Telephone No. ____________________

Email address ____________________ Fax (if any) ____________________

THE FOLLOWING SERVICES WILL BE BORNE BY:

Educational institution Student

Heating of room ☐ ☐
Electricity ☐ ☐
Gas ☐ ☐
Fuel oil ☐ ☐

Electricity (other than for heating) ☐ ☐
Wireless Internet access ☐ ☐

Hot water (user fees) ☐ ☐
Telephone ☐ ☐

Snow and ice removal ☐ ☐

OTHER CONDITIONS


F | RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The educational institution and the student may not apply to the Régie 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 room is located in an immovable erected five years ago or less.
  The immovable became ready for habitation on ____________________ .
  Day Month Year

  OR

☐ The room 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 immovable became ready for habitation on ____________________ .
  Day Month Year

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

Rent: The rent is payable in equal instalments not exceeding one month’s rent, except for the last instalment, which may be less.

The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).

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

Proof of payment: The student is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).

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

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

Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the student must be admitted to have received the room in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).

If neither of the two boxes opposite is checked off and if the five-year period has not yet expired, the student who refuses a modification in his or her lease requested by the educational institution, such as an increase in the rent, must vacate the room upon termination of the lease (particulars Nos. 42 and 44).

If one of the two boxes opposite is checked off and if the student refuses a modification in his or her lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).
Mandatory notice to be given by the educational institution at the time the lease is entered into, except when one of the two boxes in Section F is checked off.

I hereby notify you that the lowest rent paid for your room during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was $___________.

☐ Per month ☐ Per week ☐ Other _______________________

The property leased, the services offered by the educational institution 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 or removal of a service):

______________________________

Signature of the educational institution’s mandatary

Day Month Year

Signature of student (or his or her mandatary)

Day Month Year

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

Name (WRITE LEGIBLY) Signature Capacity

Address of signatory

Day Month Year

The educational institution must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).
GENERAL INFORMATION
These particulars describe most of the rights and obligations of educational institution-lessors and student-lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1878 of the Civil Code of Quebec (C.C.Q.) and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

The examples given in the particulars are provided for information purposes and are used to illustrate the general rules. To avoid any other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Quebec.

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VERSO

of the Act respecting the Protection of personal information.

Otherwise, it shall comply with the prescriptions 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 educational institution may not refuse to enter into a lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions in the performance of the lease than the person is pregnant. Nor can it so act for the sole reason that the person has exercised or her rights under the chapter entitled “Lease” of the Civil Code of Quebec or under the Act respecting the Régie du logement (art. 1899 C.C.Q.).

No person may harass a student in such a manner as to limit the student’s right to peaceable enjoyment of the premises or to induce him or her to leave the room. In case of violent or serious damage, damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, payment for the use of the room.

Charter of human rights and freedoms
These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person’s home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Access to documents and protection of personal information
If the educational institution is a public body, it shall comply with the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information. Otherwise, it shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

ENTERING INTO THE LEASE
Language of the lease and of the by-laws of the immovable
1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease
2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The clauses contained in particulars Nos. 18, 19, 47 and 48 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 193 of the Civil Code of Quebec, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1893, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect.

For instance, no one may waive his or her right to maintain occupancy in the lease (arts. 1936, 1979 and 1983 C.C.Q.).

Also, no one may release himself or herself from the obligation to give notice (art. 1938 C.C.Q.).

The following clauses do not without effect:
• a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
• a clause that renders the student liable for damage caused without the student’s fault (art. 1900 C.C.Q.);
• a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
• a clause whereby the student acknowledges his or her private right to maintain occupancy of the room (art. 1895 C.C.Q.);
• a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The student may apply to the Régie du logement to have a clause in the lease recognized as null and void if it is contrary to the Régie’s regulations and the student has suffered prejudice as a result (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY
5. The student has a personal right to maintain occupancy in his or her room (art. 1835 C.C.Q.).

The student may be evicted from his or her room in certain cases provided for by law, including:
• resiliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
• resiliation of the lease if the student ceases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

However, the student is not entitled to maintain occupancy if he or she leases a room in an educational institution other than the one in which the student is enrolled (art. 1979 C.C.Q.).

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month’s notice before the expiry of the lease (art. 1980 C.C.Q.).

8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

9. The lease of a student is resiliated of right when the student enrols his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

10. Where a student ceases to be a full-time student, he or she may likewise resiliate the lease by giving one month’s notice (art. 1982 C.C.Q.).

12. Pursuant to article 1974.1 of the Civil Code of Quebec, a student may also resiliate his or her lease if the student’s safety is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

New lessor
13. The new lessor is bound to respect the lease of the student.

14. Where the student has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the student may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Non-payment of rent
15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemnation forcing the student to pay it. Also, if the student has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the student may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

DELIVERY OF ROOM AT THE BEGINNING OF THE LEASE
16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair and free from any defects. However, the educational institution and the student 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 educational institution may not release itself from the obligation to deliver the room, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

17. An educational institution may not offer a room that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

ENJOYMENT OF PREMISES
18. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).
The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

The student may not, without the consent of the educational institution, use or keep in the room a substance that contains a risk of fire or explosion and that would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions on which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the student.

The notice shall be given at least 10 days before the date on which the work is to begin, except when the student must vacate the room for more than one week. In such case, at least three months' notice is required.

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student may, within 10 days after receiving the notice, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the work, and the indemnity, if any.

ACCESS TO AND VISIT OF PREMISES

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

- the educational institution shall facilitate access to the room and shall not refuse access without justification;
- the educational institution shall not abuse its right of access;
- the educational institution may have access to the room during the lease:
  • to inspect the condition of the room between 9 a.m. and 9 p.m.;
  • to show the room to a prospective buyer between 9 a.m. and 9 p.m.;
  • to carry out work between 7 a.m. and 9 p.m.

In all three cases, the educational institution shall inform the student of its intention to enter the room no less than 24 hours before the date and time the access is planned, the student shall facilitate access to the room in a reasonable manner with due respect for privacy (arts. 3, 6, 36 C.C.Q.).

The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessees (arts. 1860 C.C.Q.).

22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts. 1856 C.C.Q.).

MAINTENANCE AND REPAIRS

Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

24. The student shall keep the premises in clean condition. When the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.).

25. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

26. The statutes and regulations respecting the safety, sanitation, maintenance and habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

27. The student may abandon the room if it becomes unfit for habitation. In such case, the student shall inform the educational institution of the condition of the room before abandoning it within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

28. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the room temporarily. In the case of urgent repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

29. The student may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, the student may do so only if he or she has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course.

The educational institution may intervene at any time if necessary to the student.

The student shall render an account to the educational institution of the repairs undertaken and the expenses incurred and shall deliver the invoices to the institution. The student may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

No lock or other device restricting access to the leased premises may be installed or replaced without the consent of the educational institution and of the student (art. 1942 C.C.Q.).

 Modifications of lease

42. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice of the modification to the student within the following periods:

- in the case of a room:
  - between 10 and 20 days before the lease expires, regardless of its duration;
  - in the case of a dwelling:
  - between three and six months before the lease expires if its term is 12 months or more;
  - between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, offer the student:

- • the modification(s) requested;
- • the new term of the lease, if it wishes to change it;
- • the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
- • the time granted to the student to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).
Reply to a notice of modification (arts. 1945 and 1980 C.C.Q.)

44. A student who receives a notice of modification of the lease has **one month after receiving it** to reply and notify the educational institution that he or she:
   - accepts the requested modification(s); or
   - refuses the requested modification(s).

If the student fails to reply, this means that he or she accepts the modification(s) requested by the educational institution.

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal.

**Exception:** Where one of the two boxes in Section F is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

Fixing of conditions of the lease by the Régie du logement

45. The educational institution has one month, after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

ASSIGNMENT AND SUBLEASING

46. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).

SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

47. The student shall vacate the room upon termination of the lease; no grace period is provided for by law.

When vacating the room, the student shall remove any furniture or object other than those belonging to the educational institution (art. 1890 C.C.Q.).

48. Upon termination of the lease, the student shall surrender the premises in the condition in which he or she received them, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the premises may be established by the description made or the photographs taken by the parties; otherwise, the student is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).
RESIDENCES

These rules and regulations form an integral part of the lease you have signed. Any person (tenant, visitor or guest) in the residence buildings, whether in the studios or common areas, must respect these regulations. Any person whose behaviour contravenes these regulations is subject to the sanctions stipulated in section 9.

1. INTRODUCTION

RESIDENCES

Every tenant in the residence has the right to enjoy an environment that is conducive to study and rest. All tenants must therefore adapt their conduct so as to ensure the well-being of fellow tenants and abide by the rules and regulations in effect.

The administrative offices of Residence Services are located at 2350 Édouard-Montpetit Boulevard (7th floor) and are open from 8:30 a.m. to 4:30 p.m., Monday to Friday; in the summer, office hours are from 1 to 4 p.m. Our offices are closed on statutory holidays.

2. LEASE

2.1 Only students enrolled at Université de Montréal or one of its affiliated Schools and taking a full-time course load have the right to occupy residence studios and to use the common areas, under the conditions described in the lease and these rules and regulations. Residence Services may verify the academic status of its tenants at any time with the institution they are attending.

2.2 Students renting a studio at the residences shall complete and sign, in person or digitally, a rental application and attach a recent photograph of themselves. The photograph will be used for administrative purposes and to identify the tenant.

2.3 Any payment made by a tenant by means of a cheque that cannot be cashed by Residence Services, whether due to insufficient funds or another reason, must be made again, in cash, within five (5) days following the date of the notice to this effect from Residence Services to the tenant; in addition, the tenant must pay an administration fee of twenty-five dollars ($25) per cheque that has been refused.

2.4 Bank transfers are not accepted.

3. RENTED PREMISES AND COMMON AREAS

3.1 A tenant who becomes aware of damage to or a malfunction in the leased studio, furniture or other furnishings, or in the common areas shall inform Residence Services (Civil Code of Québec, Section 1866). Upon taking possession of the premises, the tenant shall report any visible damage or want of repair by filing out and electronically returning the repair request form (“Demande de réparation”) sent to them by email upon their arrival.

3.2 The tenant will be held responsible for any damage he or she causes to the leased premises, common areas, furniture or other furnishings, or to any other property belonging to the University or other tenants. The tenant will be required to reimburse Residence Services or the tenant who suffered the damage for the repairs made. In addition, any intentional act causing damage will lead to an immediate request to the Régie du Logement (Quebec Rental Board) to terminate the lease of the tenant responsible for the act and to evict him or her from the rented studio. Throwing objects, including paper, from the residences onto University grounds is considered such an act.

3.3 Residence Services and Université de Montréal are not responsible for the loss, theft or destruction of belongings brought into, placed or left in a studio, common area or public area of the residences by a tenant or any other person.
3.4 The tenant must purchase and maintain, for the duration of his or her occupancy, private insurance with property and liability coverage. The tenant is responsible for the deductible.

3.5 It is forbidden to try unblocking sinks using drain products (e.g. Drano). It is also forbidden to use extermination products (e.g. Raid) to get rid of undesirable insects. This will simply cause the insects to flee to another studio, increasing the risk of them returning. Tenants experiencing such problems must notify Residence Services immediately; the latter will act promptly to resolve the issue.

3.6 The tenant shall take proper care of the studio, furniture and other furnishings made available to him or her by Residence Services, both in his/her studio and in the common areas. The tenant may not remove or alter (including perforations) the furniture or accessories in his/her studio or in the common areas without prior authorization from Residence Services. Upon leaving, the tenant is responsible for ensuring that all furnishings are returned to their original place in the studio.

3.7 The tenant shall hand back the studio in the condition in which it was received, except for fair wear and tear (CCQ, Section 1890). It is therefore forbidden to cover, paint or perforate studio walls and surfaces.

3.8 Cleaning fees will be charged to the tenant if the studio is left in an unsanitary condition when the tenant leaves the premises.

3.9 Hallways, stairwells and exterior window ledges must be kept clear at all times (installation of air conditioners is not permitted). No objects may be left in these locations, as stipulated by Fire Department regulations. Also according to these regulations, fire doors must remain closed at all times, and the self-latching device installed on each studio door must always be operational. For safety reasons, it is forbidden to obstruct the fire doors or any outside doors with any objects such as block of wood, a stone or a chair. Any objects left by the tenant in unauthorized locations will be removed.

3.10 Use of a microwave oven is recommended instead of hot plates.

3.11 To prevent electric overload, only the refrigerator included in the studio is authorized.

3.12 Tenants may ask for the assistance of the security guard or a staff member to open their studio door. However, the second and subsequent time(s) this occurs, the tenant will be charged twenty dollars ($20).

3.13 A $145 fee to replace the lock cylinder will be charged to any tenant who has lost or not returned both keys as well as the magnetic card for the studio.

4. **TERMINATION OF LEASE**

4.1 Tenants may terminate their lease without penalty providing they complete the appropriate form at least 45 days before their date of departure. In the absence of such notice, tenants must pay for each day not covered by such advance notice, calculated on a prorated basis of the monthly rent, except for the months of December and April which must be paid in full. A notice form is available to tenants at the reception desk of Residence Services.

4.2 If a tenant has submitted a rental application but has not yet occupied the premises, and the tenant has been refused admission to Université de Montréal or an affiliated school, then the tenant will not have to pay any rent on condition, however, that he or she provide written proof of the refusal of admission within 10 working days of receiving the refusal.

4.3 The lease of a tenant who is no longer enrolled or who ends his or her full-time studies at Université de Montréal or its affiliated schools is terminated by operation of law (CCQ, Section 1983). The tenant must inform Residence Services at least one (1) month before his or her departure.

4.4 The lease of a tenant who ceases to be a full-time student but who continues to study part-time will have his or her lease terminated by the educational institution (CCQ, Section 1982). The tenant and Residence Services shall agree upon the tenant’s date of departure at least one (1) month in advance.

4.5 Residence Services reserves the right to claim damages/interest if, in the cases provided for in sections 4.3 and 4.4, the tenant continues to occupy the premises without authorization.

4.6 In all cases, when a lease ends, the tenant is required to:
a) pay the rent due up to the date of the end of the lease as well as, if applicable, any amounts owed for the use of services and for returning the premises to their original condition;
b) remove all of his or her personal effects. If the tenant neglects to do this, Residence Services, in accordance with section 1978 of the CCQ, will dispose of them after 60 days in the manner provided for in section 945 of the CCQ.

4.7 Studios located in the Pavillon Thérèse-Casgrain (2450 Édouard-Montpetit), the Annex at 2442 Édouard-Montpetit, or the East Tower (14th to 19th floor) of 2350 Édouard-Montpetit may not be rented or occupied by a student after May 1 of each year, unless specific authorization to this effect has been given (e.g. for exams). Studios with double beds, suites with a bathroom and adapted rooms (occupied by a person with a disability) are not affected by this clause.

5. SERVICES OFFERED

5.1 The cost of Internet service is included in the rental price. Upon signing the lease, the tenant agrees to respect the Internet usage protocol of Université de Montréal’s Residence Services. Visit www.residences.umontreal.ca under the headings “Tarification” (fee structure) and “Règlements” (rules and regulations) to see the Internet usage policy (“Protocole sur l’utilisation d’Internet”). These clauses are part of the rules and regulations and the lease.

5.2 A telephone service (including voicemail) is offered to all tenants. At no time may the telephones provided be unplugged (emergency messages).

5.3 Mail is received at the reception desk and placed in the postal boxes every day. Mail or packages received by express courrier will be delivered to the intended recipient’s studio. Residence Services will not be held responsible for any errors, losses, theft or other damages related to mail or packages.

5.4 Tenants may have access to a storage area upon request from Monday to Friday between 4:30 and 10 p.m. However, the lessor (landlord) will not be held responsible for losses or theft. Residents are allowed a maximum of three (3) boxes. The storage period may not exceed the end of the lease. Once the storage period has expired, the lessor reserves the right to dispose of the items after 60 days (see section 4.6 b).

6. POSTING

6.1 Tenants must read the notices posted by Residence Services on the bulletin boards provided for this purpose on each floor or sent to them by email.

6.2 All posters must be put up with adhesive putty (preferably white).

7. PREVENTION AND SAFETY

7.1 Any tenant who triggers a fire alarm or who uses the fire extinguishers for purposes other than an emergency will be held responsible for damages and other costs incurred. In addition, an application will be made to the Régie du Logement to terminate the tenant's lease and to evict the tenant from the premises.

7.2 Any attempt to alter, tamper with or prevent the proper operation of the surveillance cameras, smoke detectors, fire alarm systems, or any other safety and security equipment or devices in the residences is subject to sanctions according to applicable laws and the Residence Rules & Regulations. The tenant shall test the smoke detector in his or her studio upon arrival and on a regular basis by pushing the TEST button for a few seconds to hear the auditory signal.

7.3 An application to terminate the lease will be made to the Régie du Logement immediately in the case of any tenant found in possession of explosives, pyrotechnics or any type of weapon.

8. SOCIAL LIFE

8.1 Tenants may not keep any animals, even temporarily, in their studio nor in the common areas, with the exception of service dogs for the blind.

8.2 Tenants are responsible for their visitors. The tenant agrees to ensure that his or her visitors respect the Residence Rules & Regulations. Visitors must adhere to all rules and regulations in effect in the
residences and on the campus; failure to do so may result in the Residence Administration or a safety and security department officer asking the visitor to leave the premises immediately. Any person in the residences must identify themselves upon request by a residence staff member, security guard, or safety and security officer.

8.3 Responsible consumption of alcohol is permitted exclusively in the studios, kitchens, floor lounges and in room 5262 of 2350 Édouard-Montpetit (in accordance with the provisions stipulated in section 8.6). It is forbidden to be intoxicated, to show disorderly conduct or to disturb the peace in the residences.

8.4 Tenants shall respect the peace and tranquility of the residences at all times by avoiding noise or behaviours that could disturb the well-being of the other tenants, visitors or employees in the residences.

8.5 More specifically, no noise that might affect other residents is permitted after 11 p.m. In addition, when a tenant organizes a social activity (party), this activity can only be held on a Thursday, Friday, Saturday or Sunday, and must end by 11 p.m. latest.

8.6 A room (5262) is available for the exclusive use of tenants who wish to hold events. The room can be reserved in advance by communicating with a residence agent at 514-343-6532, extension 8990. The tenant will be required to familiarize himself/herself with the rules governing use of this room and to sign a form to this effect.

8.7 Smoking inside the residences is forbidden, as stipulated by Québec law. Smoking inside the studios is also forbidden. Faulty tenants could be fined 200$.

8.8 Consumption, production, growing, selling and distribution of marijuana or any other drugs is forbidden on all premises.

8.9 Neither the studio nor the common areas can be used for commercial purposes (retail service). Moreover, no forms of solicitation, commercial or other (e.g. going door-to-door, setting up a booth, etc.), are authorized, whether for profit or not.

8.10 Decorations for Valentine’s Day, Easter and Halloween may be installed in the floor lounges two (2) weeks before the date of the celebration and removed the week after. Christmas decorations may be installed starting mid-November and removed the second week of January. When affixing decorations to a surface, care must be taken to protect the surface finish (e.g. use of white adhesive putty).

9. **INFRINGEMENT AND SANCTIONS**

These Residence Rules & Regulations form part of the lease. Failure of a tenant to fulfills the obligations stipulated in the lease, Civil Code of Québec and applicable legislation, or failure of a tenant to comply with the Residence Rules & Regulations may lead to the following consequences:

a) A written warning outlining the facts surrounding the offence and the legal or contractual provisions that have been contravened;

b) An application to the Régie du Logement to penalize this infraction and to order, if applicable, termination of the lease and eviction from the residence (CCQ, Section 1863);

c) Imposition of fees or fines, such as stipulated in this regulation;

d) In addition, any infraction of the University’s policy on student conduct (“Règlement disciplinaire concernant les étudiants”) committed in the residences by a student of Université de Montréal may lead to the filing of a complaint to the student disciplinary committee and penalties that can go as far as expulsion from the University.

*Residence Services reserves the right to modify these rules and regulations at the time of lease renewal.*