

LEASE

of a Dwelling

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSOR (WRITE LEGIBLY)

Name BEKKARI, OMAR
55 AVENUE
 No. Street Apt.
BOIS DES FILION JG22P5
 Municipality Postal Code
514 806 9692
 Telephone No. Other Telephone No. (cell phone)
CAROL@BEKKARI.COM
 Email address

Name _____
 No. Street Apt. _____
 Municipality Postal Code _____
 Telephone No. Other Telephone No. (cell phone) _____
 Email address _____
 Where applicable, represented by: _____

AND THE LESSEE (WRITE LEGIBLY)

Name AL SHAWA RUBA
WOOD BROADWAY 0 3111
 No. Street Apt.
WESTMOUNT MONTREAL H3Z1J9
 Municipality Postal Code
523 5712
 Telephone No. Other Telephone No. (cell phone)
RASHAWAG@HOTMAIL.COM
 Email address

Name _____
 No. Street Apt. _____
 Municipality Postal Code _____
 Telephone No. Other Telephone No. (cell phone) _____
 Email address _____

The names 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 Québec* generally refers to the owner of the immovable.

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

Address 1280 S. JACQUES 210
 No. Street Apt.
MONTREAL H3C 0G1 4 1/2
 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, commercial 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 places _____ Parking space(s) _____
 Indoor parking Number of places 01 Parking space(s) 462
 Locker or storage space A 298
 Specify

Other accessories and dependencies _____
 Specify

Furniture is leased and included in the rent. Yes No

Appliances	<input checked="" type="checkbox"/> Washer	<input type="checkbox"/> Chest(s) of drawers	Number _____	Other
<input checked="" type="checkbox"/> Stove	<input checked="" type="checkbox"/> Dryer	<input type="checkbox"/> Couch(es)	Number _____	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> Microwave oven	Furniture	<input type="checkbox"/> Armchair(s)	Number _____	_____
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Table(s)	<input type="checkbox"/> Bed(s)	Number Size _____	_____
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Chair(s)		Number _____	_____

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 more smoke detectors in the dwelling and the immovable.

AS AS 15 06 22
 Initials of lessor Initials of lessor Day Month Year Initials of lessee Initials of lessee Day Month Year

C TERM OF LEASE (art. 1851 C.C.Q.)

FIXED TERM LEASE
 The term of the lease is 12 MONTHS
 Specify number of weeks, months or years
 From 01 07 2022 to 30 06 2023
 Day Month Year Day Month Year

INDETERMINATE TERM LEASE
 The term of the lease is indeterminate,
 beginning on _____
 Day Month Year

Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51).
 However, they may terminate the lease by mutual consent.

D RENT (art. 1855, 1903 et 1904 C.c.Q.)

The rent is \$ 1875 Per month Per week
 The total cost of services is \$ _____ Per month Per week
 The total rent is \$ _____ 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 01 07 2022
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 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.).

E SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE

A copy of the by-laws of the immovable was given to the lessee before entering into the lease.

Given on 12 06 2022 _____
Day Month Year Initials of lessee Initials of lessee

DIVIDED CO-OWNERSHIP

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

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

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 Complete Cleaning
The closet door at the entrance will
- During the lease be fixed.

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, use 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 (arts. 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.).

JANITORIAL SERVICES

Specify _____

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

CHAOUKI 514 518 6981
Name Telephone No.
CHAOUKI.BN@GMAIL.COM _____
Email address Other telephone No. (cell phone)

SERVICES, TAXES AND CONSUMPTION COSTS

Will be borne by:	Lessor	Lessee		Lessor	Lessee
Heating of dwelling	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water consumption tax for dwelling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal		
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	■ Parking area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity } other than for heating	<input type="checkbox"/>	<input type="checkbox"/>	■ Balcony	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water heater (rental fees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	■ Entrance, walkway, driveway	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	■ Stairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONDITIONS

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

The lessee has the right to keep one or more animals. Yes No

Specify _____
 Specify _____

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

PL 05561 is an integral part of the lease

Initials of lessor Initials of lessee

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

The lessor and the lessee may not apply to the Tribunal administratif 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 immovable became ready for habitation on _____ .
 Day Month Year

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 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).

If one 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 the two 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 Tribunal administratif 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 the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ 1800.

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 Tribunal administratif 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 months after the beginning of the lease, apply to the Tribunal administratif du logement 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 Day Month Year

H SIGNATURES

[Signature] _____
 Signature of lessor (or his or her mandatory) Day Month Year

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

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

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

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)

AL SHAWA AREK _____ GUARANTOR _____
 Name (WRITE LEGIBLY) Signature Capacity
1188 RUE SAINT ANTOINE 0 # 3610 _____ 05 05 1985 _____
 Address of signatory Day Month Year

 Name (WRITE LEGIBLY) Signature Capacity

 Address of signatory Day Month Year

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.

 Signature of the lessee or lessee's spouse Day Month Year

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

5200101138088 LESSOR'S COPY

MODEL OF NOTICE

NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)

Notice to _____
Name of lessee _____ Address _____

UPON RENEWAL OF YOUR LEASE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):

1 – Amount of rent (check off ONE of the boxes below)

- Your current rent of \$ _____ will be increased to \$ _____. (Indicate new rent)
Or
 Your current rent of \$ _____ will be increased by \$ _____. (Indicate amount of increase)
Or
 Your current rent of \$ _____ will be increased by _____ %. (Indicate percentage of increase)
Or
 Your rent under the lease ending on _____, that has given rise to an application for the fixing or review of the rent,
Day Month Year
will be increased by _____ % of the rent to be determined by the tribunal.

2 – Term of lease

Your lease will be renewed from _____ to _____.
Day Month Year Day Month Year

3 – Other modification(s)

To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.

Name of lessor or mandatory _____ Address _____

Telephone No. _____ Signature of lessor or mandatory _____ Day Month Year

ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND

I acknowledge receipt of this notice, on:

Day Month Year Signature of lessee

The lessor should always keep a **copy and proof of delivery** of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

To reply to this notice, the lessee may use the model of reply proposed by the Tribunal administratif du logement, which is available on its website (www.tal.gov.qc.ca), at all of the Tribunal's offices or by mail.

MODEL OF REPLY

LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)

Notice to _____
Name of lessor or mandatory _____ Address of lessor or mandatory _____

Address of leased dwelling _____

IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)

- I **accept** the renewal of the lease and its modifications.
 I **refuse** the proposed modifications and I **am renewing my lease**.
 I **am not renewing my lease** and will vacate the dwelling upon termination of the lease.

If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).

Day Month Year Signature of lessee

ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND

I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:

Day Month Year Signature of lessor or mandatory

The lessee should always keep a **copy and proof of delivery** of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).