

# AGREEMENT BETWEEN JOINT TENANTS

## IDENTIFICATION OF PARTIES<sup>1</sup>

(Enter below the name, address and telephone number of each joint tenant)

1.
2.
3.
4.

Hereinafter referred to as “**the joint tenants**”.

The joint tenants declare and agree to the following:

### 1. PRINCIPAL LEASE

The joint tenants are bound to the lessor<sup>2</sup> by a lease covering the period **from** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**to** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_. This lease concerns the **dwelling** located at  
the **following address**: \_\_\_\_\_.

### 2. TERM OF AGREEMENT

Unless the joint tenants decide otherwise, the term of this agreement shall be the same as of the lease or the renewed lease.

### 3. FINANCIAL OBLIGATIONS AND USE OF PREMISE

- a) The joint tenants agree to pay their respective share of all amounts due under the lease or this agreement. Specifically, they agree to pay their respective share of the following expense:

(Enter the share of each joint tenant as an amount or percentage)

	Name:	Name:	Name:	Name:
Rent	\$ or %	\$ or %	\$ or %	\$ or %
Parking	\$ or %	\$ or %	\$ or %	\$ or %
Electricity	\$ or %	\$ or %	\$ or %	\$ or %
Heating	\$ or %	\$ or %	\$ or %	\$ or %
Telephone	\$ or %	\$ or %	\$ or %	\$ or %
Cable	\$ or %	\$ or %	\$ or %	\$ or %
Internet	\$ or %	\$ or %	\$ or %	\$ or %
Insurance	\$ or %	\$ or %	\$ or %	\$ or %
Groceries	\$ or %	\$ or %	\$ or %	\$ or %
Other:	\$ or %	\$ or %	\$ or %	\$ or %
	\$ or %	\$ or %	\$ or %	\$ or %

- b) The joint tenants agree to fulfil the conditions of the lease binding them to the lessor. Each shall act in good faith and behave reasonably so as not to disturb the normal use of the dwelling.

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1. The lessees bound to the lessor by a lease, not by the occupants, have drawn up this contract (**see note on page 4**).  
2. Person who signs the lease in the capacity of lessor.

- c) The joint tenants may share the common areas in a reasonable and fair manner; they have exclusive use of the following part:

(Identify the exclusive part and enter the name of the user)

room # \_\_\_\_\_ room # \_\_\_\_\_;  
room # \_\_\_\_\_ room # \_\_\_\_\_.

- d) Only the joint tenants have the right to live in the dwelling; other persons shall be admitted solely as visitors. The joint tenants may, however, decide otherwise if they are in agreement.

#### 4. DECISIONS MAKING

- a) Decisions pertaining to the usual affairs of the dwelling (e.g., division of household tasks, Internet subscription) shall be made as follows:

☐ unanimously ☐ by majority rule ← (IMPORTANT: check the appropriate box)

- b) All decisions relating to the right to continue or cease living in the dwelling (e.g., notice of non-renewal of the lease) and to the acceptance or refusal of a modification of a condition of the lease (e.g., notice of refusal of a rent increase) shall be made individually by each joint tenant, unless they decide otherwise, in accordance with the law.

A joint tenant who intends to give the lessor a notice provided for by law (e.g., notice of non-renewal of the lease) or who does not wish to reply to a notice from the lessor (e.g., reply to a notice of rent increase) shall so advise the other joint tenant **before** making any decision whatsoever in this regard.

#### 5. RECOURSES BETWEEN JOINT TENANTS BEFORE THE RÉGIE DU LOGEMENT

- a) Where a joint tenant fails to pay his or her share of the rent or the rent or other agreed expenses, the joint tenant who made the payment may claim from him or her the amount paid, with interest and cost.
- b) Where a joint tenant fails to comply with this agreement or the principal lease, causing prejudice to another joint tenant, the latter may take the appropriate recourse against the former.

#### 6. MOVABLE (see appendix “Identification of movables”)

The joint tenants agree to identify in an appendix the movable property provided by each, in order to facilitate the subsequent division of the property.

Unless otherwise stipulated in this agreement, a joint tenant who vacate the premises before the lease is up shall remove his or her movable property and personal effects; otherwise, the other joint tenant may dispose of them as provided for by law.

#### 7. ASSIGNMENT OR SUBLEASING

**Note:** Assignment and subleasing, when allowed, are effective only after a 15-day notice in writing has been sent to the lessor and the lessor’s consent has been obtained, as required by law. The lessor cannot refuse a candidate without a serious reason.

(IMPORTANT: check the box below that applies to your situation)

Given the specific reasons that led the joint tenants to sign a lease of a dwelling together, the joint tenants:

- ☐ **prohibit** each other from subleasing their share of the dwelling or assigning their rights in the lease to a third party, without obtaining the consent of others.
- ☐ **agree** that they may each sublease their share of the dwelling or assign their rights in the lease.

7.1 PRIORITY OF ASSIGNMENT

A joint tenant who wishes to sublease his or her share of the dwelling or assign his or her rights in the lease shall first offer the other joint tenant the possibility of becoming the assignee, by submitting a notice to the latter to that effect. The joint tenant still occupying the dwelling shall then reply to a notice within **five days** after having received it. In accepting the offer, a joint tenant becomes the assignee of the rights of the lessee vacating the premises and, consequently, **shall assume the latter’s obligations** – either alone or with another joint tenant, as the case may be – unless the lessee vacating the premises is replaced by another person as a joint tenant or an assignee. If the lessee still occupying the dwelling refuses to offer or does not reply to the notice by the five-day deadline, the lessee vacating the premises may immediately undertake to sublease or assign, in accordance with the terms and conditions set forth in clause 7.2 below.

7.2 TERMS AND CONDITIONS FOR EXERCISING THE RIGHT TO SUBLEASE OR ASSIGN

If a lessee still occupying the dwelling does not take advantage of the priority of assignment provided for in clause 7.1, the lessee vacating the premises may sublease his or her share of the dwelling or assign his or her rights in the lease to the third party of his or her choice. Before taking any step regarding the lessor, the lessee vacating the premises shall obtain the consent of the joint tenants, after having given the latter the candidate’s name address and telephone number. The joint tenants may refuse the proposed candidate only if there is a valid reason for doing so, on the basis of the context or personal situation of each person. If a joint tenant does not reply within **five days** of receiving the notice, he or she is deemed to have agreed to the candidate. The lessee vacating the premises shall then give the joint tenant a **copy of the notice sent to the lessor, a copy of the lessor’s reply and a copy of all documents signed by the candidate** (e.g., contract of assignment).

8. ADDITIONAL CLAUSE (attach an appendix as necessary)

**Note:** The joint tenants may draw up any clause they deem appropriate (e.g., the right to smoke or have an animal, or not, in the dwelling), provided there is no conflict with the lease; they can assign household tasks such as grocery shopping, dishes and vacuuming.

Moreover, the joint tenants agree to the following:

THE PARTIES SIGN (a duly signed copy of this agreement shall be remitted to each party)

AT \_\_\_\_\_, ON \_\_\_\_\_

(place)(date)

(signature)(signature)

(signature)(signature)

**Notes:**

1. The joint tenant covered by this contract may be a married couple, *de facto* spouses, relatives, friends, acquaintances, student, etc. The purpose of this agreement is to govern relations between the joint tenants; it has no impact on the right and obligations under the lease or on those of the lessor. **This agreement does not concern occupants who are bound to the lessor by the principal lease.**
2. The parties to a sublease must use the mandatory lease form of the Régie du logement.
3. Subleasing and assignment are formally prohibited in some cases, for instance, in the case of low-rental housing and educational institutions.
4. A leaflet on joint tenancy may be obtained from all Régie du logement offices.
5. A sample lease assignment contract is also available from the Régie upon request.

## APPENDIX

## IDENTIFICATION OF MOVABLE (clause 6 of the agreement)

(e.g., microwave, oven, toaster, table, dishes, pictures)

(signature)	(signature)
(signature)	(signature)