

Notice of eviction for subdivision, enlargement or change of destination of a dwelling

This notice is given in accordance with article 1960 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor must keep a copy of the notice and proof that the served notice was received.

Notice to:

(Lessee name)

(Lessee name)

(Address of leased dwelling)

If the lease is of fixed term:

You are hereby notified that, upon the expiry of your lease ending on

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, I intend to:

- subdivide your dwelling.
- enlarge your dwelling substantially.
- change the destination of your dwelling: _____
(state the new destination of the dwelling)

I therefore request that you vacate your dwelling upon the expiry of your lease.

If the lease is of indeterminate term:

You are hereby notified that as of

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, I intend to:

- subdivide your dwelling.
- enlarge your dwelling substantially.
- change the destination of your dwelling: _____
(state the new destination of the dwelling)

I therefore request that you vacate your dwelling on the effective date of the eviction.

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Year Month Day (Lessor name – please print) (Lessor signature)

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Year Month Day (Lessor name – please print) (Lessor signature)

Confirmation of receipt, if the lessee is served the notice in person

I confirm that I received this notice on:

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Year Month Day (Lessee name – please print) (Lessee signature)

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Year Month Day (Lessee name – please print) (Lessee signature)

INFORMATION

The lessor of a dwelling may evict the lessee to subdivide the dwelling, enlarge it substantially or change its destination.

They must give notice of the eviction to the lessee.

The lessee can apply to the Tribunal administratif du logement to contest the merits of this eviction.

The lessor's notice and the lessee's contestation must be given by the deadlines in the following table.

Steps in the eviction process and notice deadlines (arts. 1960 and 1966, C.C.Q.)		
	Step 1: Lessor gives notice	Step 2: Lessee applies to the Tribunal administratif du logement to contest the eviction
Lease of more than six months	Six months before the end of the lease	Within one month of receiving the lessor's notice.
Lease of six months or less	One month before the end of the lease	If the lessee does not contest the eviction, they are presumed to have consented to leaving the dwelling.
Lease with an indeterminate term	Six months before the anticipated date of eviction	If the lessee contests the eviction, the lessor must show the Tribunal administratif du logement that they truly intend to subdivide, enlarge or change the destination of the dwelling and that they are permitted to do so by law.

If the lessee contests the eviction before the Tribunal administratif du logement, the lessor must show the Tribunal administratif du logement that they truly intend to subdivide, enlarge or change the destination of the dwelling and that they are permitted to do so by law. If the Tribunal authorizes the eviction, it may impose any conditions it considers just and reasonable.

The lessee may apply to have the Tribunal administratif du logement schedule the eviction for a later date.

If the lessee does not apply to the Tribunal administratif du logement, they must leave the dwelling by the date given in the notice.

The lessor must pay an indemnity equal to three months' rent and reasonable moving expenses to the evicted lessee. If the lessee considers that the harm they suffer warrants greater damages, they may apply to the Tribunal administratif du logement to have the amount fixed. The indemnity is payable upon the expiry of the lease; the moving expenses are payable on presentation of supporting documents.

The lessee may recover damages resulting from eviction in bad faith, whether they consented to the eviction or not. They may also apply for punitive damages against the person who has evicted them in bad faith.

NOTE: A lessor may not evict a lessee if they or the lessee's spouse meets all of the following criteria at the time of eviction:

- They are 70 years of age or over.
- They have occupied the dwelling for at least 10 years.
- Their income is equal to or less than the maximum threshold to qualify for a dwelling in low-rental housing.

The Société d'habitation du Québec's website provides the maximum thresholds qualifying a lessee for a dwelling in low-rental housing.