

# Notice regarding the death of the tenant

## What happens when the tenant dies?

If the tenant dies, the person who lived with him may continue to occupy the dwelling as primary tenant **by advising the landlord in writing within two months of the death.**

If during the two months after the tenant's death the person who was living with him still has not notified the landlord of his intentions, the liquidator of the estate or the deceased's heir has one month to end the lease by advising the landlord in writing.

If the tenant was living alone at the time of death, the liquidator of the estate or the deceased's heir can cancel the lease. This must be done within six months after the death by giving three months written notice of cancellation. **During these three months, he is responsible for the rent.**

**This notice must be given within two months after the death.**

**One month notice to be given following the expiry of the period of two months.**

**Three months notice to be given within six months after the death.**

## Notice to

\_\_\_\_\_  
Name of the landlord

\_\_\_\_\_  
Name of the tenant

Address of leased premises : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number)

I hereby notify you that the tenant passed away on \_\_\_\_\_  
(Date)

**I was living with the tenant; I continue to occupy the dwelling and I intend to become the primary tenant.**

**I am the liquidator of the estate or an heir of the tenant.**

*Check one of the following boxes :*

Someone was living with the tenant at the time of his death; this person did not avail himself of his right to become the tenant within two months of the death and I resiliate the lease.

Nobody was living with the tenant at the time of his death and I resiliate the lease.

\_\_\_\_\_  
Name of the person who gives the notice

\_\_\_\_\_  
Signature

(Date)

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number)