

Reply to a notice of repossession

Notice to

(Name of the owner)

Address of leased premises : _____

In reply to your notice of repossession, I hereby notify you that :

(Check the applicable case)

I accept the terms of your notice and I will vacate the dwelling as asked;

I refuse to vacate the dwelling.

(Name of the tenant or tenants)

(telephone number)

(date)

(signature)

(signature of the co-tenant, if applicable)

Notice given pursuant to article 1962 of the *Civil Code of Québec*

(see reverse)

RDL-811A-E (99-01)

I, the undersigned, acknowledge receipt of the above notice

on _____
(date)

(signature of the owner)

(signature of the co-owner, if applicable)

Steps for repossession of a dwelling and time limits for notice

| | Step 1 : NOTICE FROM LANDLORD | Step 2 : REPLY FROM TENANT | Step 3 : APPLICATION TO THE RÉGIE DU LOGEMENT BY THE LANDLORD |
|--|---|---|---|
| LEASE OF MORE THAN 6 MONTHS | 6 months before the end of the lease | Within one month following receipt of notice from the landlord. If the tenant does not reply, he is deemed to have refused to vacate the dwelling | Within one month following receipt of the tenant's refusal or the expiry of the time limit the tenant has for replying |
| LEASE OF 6 MONTHS OR LESS THAN 6 MONTHS | 1 month before the end of the lease | | |
| LEASE OF INDETERMINATE TERM | 6 months before intended date of repossession | | |

A tenant who receives a notice of repossession may, within **one month of the reception** of the notice, notify the landlord of his intention to comply with it or not; otherwise, he is deemed to have refused to vacate the dwelling.

If the tenant refuse to vacate, the landlord may, **within one month of the refusal**, ask the Régie du logement for authorization to repossess. But if the tenant does not reply to the notice, the landlord may, also, ask an authorization to the Régie **within one month from the deadline the tenant has for replying**.

N.B. : If the tenant has the intention not to comply with the repossession, to prove his good faith, it is recommended to inform the landlord clearly and in writing.