

Unusable for  
a transaction

**1. IDENTIFICATION OF THE PARTIES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SUBLESSEE 1 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SUBLESSEE (E.G. MANDATARY)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SUBLESSEE 2 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SUBLESSEE (E.G. MANDATARY)

(hereinafter called "the SUBLESSEE").

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSEE 1 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SUBLESSEE (E.G. MANDATARY)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSEE 2 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SUBLESSEE (E.G. MANDATARY)

(hereinafter called "the LESSEE").

**2. OBJECT OF THE PROMISE TO SUBLEASE**

2.1 The SUBLESSEE hereby promises to sublease the premises described hereinafter, for the rent amount and under the conditions stated below, through:

\_\_\_\_\_, broker 

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LICCENCE NUMBER

carrying on activities within the following business corporation: \_\_\_\_\_

representing the following agency \_\_\_\_\_ or  acting on his own account.

**3. SUMMARY DESCRIPTION OF THE PREMISES**

3.1 The immovable is designated as follows:

NUMBER	STREET	APARTMENT	CITY	PROVINCE	POSTAL CODE
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CADASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION	OF PARKING SPACE	OF STORAGE SPACE
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DIMENSIONS OF THE IMMOVABLE OR THE PRIVATE PORTION	<input type="checkbox"/> m <input type="checkbox"/> ft	AREA OF THE IMMOVABLE OR THE PRIVATE PORTION IN THE CADASTRAL PLAN <input type="checkbox"/> m <sup>2</sup> <input type="checkbox"/> ft <sup>2</sup>
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The immovable held in divided co-ownership includes:

_____ parking space(s) number(s)	_____ <input type="checkbox"/> private portion	_____ <input type="checkbox"/> common portion for restricted use
	_____ <input type="checkbox"/> other: _____	<input type="checkbox"/> interior <input type="checkbox"/> exterior
_____ storage space(s) number(s)	_____ <input type="checkbox"/> private portion	_____ <input type="checkbox"/> common portion for restricted use
	_____ <input type="checkbox"/> other: _____	<input type="checkbox"/> interior <input type="checkbox"/> exterior

and all related rights in common portions::

SHARE OF COMMON PORTIONS	CADASTRAL DESCRIPTION OF COMMON PORTIONS
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A \_\_\_\_\_ % share of the immovable designated above is held in undivided co-ownership with exclusive use of:

(E.G. ADDRESS, APARTMENT OR SUITE NO., BACKYARD, PATIO)

and including : \_\_\_\_\_ parking space(s) number(s) \_\_\_\_\_ storage space(s) number(s) \_\_\_\_\_

AREA OF SHARE HELD IN UNDIVIDED CO-OWNERSHIP  m<sup>2</sup>  ft<sup>2</sup>  
 GROSS  NET AS PER CERTIFICATE OF LOCATION

(hereinafter called "the PREMISES").

#### 4. RENT AND SUBLEASING CONDITIONS

4.1 RENT – The rent which the SUBLESSEE agrees to pay shall be \_\_\_\_\_ dollars  
( \_\_\_\_\_ \$)  per week  per month  other: \_\_\_\_\_ ,  
for a total amount of \_\_\_\_\_ dollars ( \_\_\_\_\_ \$)  
for the entire term of the sublease in case of a fixed-term lease.

The SUBLESSEE agrees to pay the LESSEE the rent for the corresponding period covered (week, month or other) on the first day of each term, unless otherwise agreed in clause 10.1 or in any Annex forming an integral part of this promise to sublease.

#### 4.2 TERM OF THE SUBLEASE OF THE PREMISES:

Fixed-term lease – The complete term of the sublease shall be \_\_\_\_\_  month  year(s),  
beginning on \_\_\_\_\_ and  
ending on \_\_\_\_\_ .  
DATE DATE

OR

Lease of indeterminate term – The lease is of indeterminate term, beginning on \_\_\_\_\_ .  
DATE

The LESSEE retains the right to terminate the headlease in the manner and within the time period stipulated by law.

The sublease shall end no later than the expiration date of the headlease. However, the SUBLESSEE shall not be obliged to vacate the PREMISES until he has received from the LESSEE, or in case of default, from the principal lessor, a ten (10) day notice to this effect.

The lessor may, if the term of the sublease is more than twelve (12) months, avoid the renewal of the headlease by notifying the LESSEE and the SUBLESSEE of his intention of terminating the lease, between three (3) and six (6) months before the end of the lease in the case of a fixed-term lease, or between one (1) and two (2) months before the desired end in case of a lease of indeterminate term.

The lessor may request the termination of the sublease if failure by the SUBLESSEE to fulfill an obligation causes him or other tenants or occupants a serious harm.

4.3 DEPOSIT – With this promise to sublease, the SUBLESSEE remits to the intermediary referred to in clause 2.1, as an instalment on the first term of the lease or, if such term exceeds one month, on the first month of the lease, the sum of \_\_\_\_\_ dollars  
( \_\_\_\_\_ \$), by cheque payable to the order of " \_\_\_\_\_ in trust"  
NAME OF AGENCY OR BROKER TRUSTEE

(hereinafter called the "TRUSTEE"). Following acceptance of this promise to sublease, the cheque may be certified and shall be given to the TRUSTEE, who shall deposit it into his trust account until the signing of the lease or until the SUBLESSEE begins occupancy of the PREMISES, whichever first occurs, whereupon that sum shall be applied against the lease price. As soon as he has deposited that sum into his trust account, the TRUSTEE shall give the depositor a receipt. Should this promise to sublease become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE may require that the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in accordance with this promise to sublease or with the law.

#### 5. DECLARATIONS AND OBLIGATIONS OF THE SUBLESSEE

5.1 DAMAGES – In the event that no sublease is concluded for the PREMISES through the SUBLESSEE's fault, the SUBLESSEE undertakes to compensate directly the agency or the broker, bound to the LESSEE by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the LESSEE would otherwise have had to pay.

## 6. REVIEW OF DOCUMENTS BY THE SUBLESSEE

6.1 This promise to sublease is conditional upon the SUBLESSEE's examination of the following documents:

To this effect, the LESSEE shall submit to the SUBLESSEE a copy of the above documents within \_\_\_\_ days following acceptance of this promise to sublease.

Should the SUBLESSEE not be satisfied upon examining and verifying these documents, or should he fail to receive them within the specified time period and wish to make this promise to lease null and void as a result, he shall notify the LESSEE, in writing, within seven (7) days following the expiry of the above-mentioned time period.

This promise to sublease shall become null and void upon receipt of this notification by the LESSEE. Should the SUBLESSEE fail to notify the LESSEE within the above-mentioned time period, he shall be deemed to have waived this condition.

## 7. DECLARATIONS AND OBLIGATIONS OF THE LESSEE

7.1 The LESSEE declares that the information contained in this promise has been given in good faith and to the best of his knowledge. He shall provide, in writing, to the SUBLESSEE any additional information relating to the PREMISES as soon as he becomes aware of it.

7.2 **The LESSEE declares that, unless stipulated otherwise in 10.1 or in any Annex forming an integral part of this contract:**

1. he is not aware of any restrictions relating to the subleasing of the PREMISES;
2. he is not aware of any factor relating to the PREMISES that is liable to significantly reduce the value thereof or the income generated thereby, increase the expenses related thereto, or restrict the use thereof;
3. he has not received any notice of non-compliance from a competent authority or an insurer with which he has not complied;
4. the PREMISES or the immovable where they are located are serviced by and connected to municipal water and sewer services;
5. he is duly authorized to sign this contract and to accept any agreement to sublease the PREMISES;
6. the PREMISES or the immovable where they are located are not the subject of any agreement to sell, lease, sublease or exchange the PREMISES, or of a lease containing a right of first refusal in favour of a third party;
7. there is no exclusivity clause which could harm the use of the PREMISES mentioned in 8.2;
8. the PREMISES may be used for the purpose for which they are subleased and he will maintain them as such for the entire term of the lease.

7.3 **DELIVERY OF THE PREMISES** – The LESSEE promises to sublease the PREMISES to the SUBLESSEE and shall deliver the PREMISES in good repair in all respects, clean and habitable, and shall provide him with peaceable enjoyment of the PREMISES for the entire term of the lease. The LESSEE will not deliver PREMISES that are unfit for habitation. A dwelling is unfit for habitation when its condition represents a serious threat to the health or safety of its occupants or the public, or if when it has been declared unfit by the court or by a competent authority.

7.4 **HEADLEASE AND BY-LAW OF THE IMMOVABLE** – The LESSEE shall provide to the SUBLESSEE, before the signing of the sublease, a copy of the headlease and, if applicable, the by-law of the immovable containing the rules regarding enjoyment, use and maintenance of the dwellings and the common spaces, drafted in French unless otherwise stipulated in 10.1 or in any Annex forming an integral part of this promise and, generally, all other documents concerning the PREMISES.

7.5 **DEFECT OR IRREGULARITY** – Should the SUBLESSEE or the LESSEE be notified, before the signing of the lease, of any defect or irregularity whatsoever affecting the declarations and obligations of the LESSEE contained herein, the LESSEE shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the SUBLESSEE, in writing, that he has remedied that defect or irregularity at his expense or that he will not to remedy it.

The SUBLESSEE may, within a period of five (5) days following receipt of a notice from the LESSEE that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the LESSEE, in writing:

- a) that he is subleasing with the alleged defects or irregularities. Consequently, the LESSEE's declarations and obligations shall be reduced accordingly, except those which cannot be derogated under the law;

**OR**

- b) that he renders this promise to sublease null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the SUBLESSEE and the LESSEE shall be borne only by the LESSEE.

Where the SUBLESSEE has not availed himself of the provisions of paragraphs a) or b) above within the time period stipulated, this promise to lease shall become null and void. Consequently, the SUBLESSEE and the LESSEE shall each bear the fees, expenses and costs incurred by them respectively.

7.6 **INTERVENTION OF SPOUSE** – If all or part of the PREMISES constitute the LESSEE's family residence, the LESSEE undertakes to remit to the SUBLESSEE, as soon as this promise to sublease is accepted, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence, and an undertaking by his spouse to intervene in the lease for the same purpose, or a copy of a judgment authorizing him to sublease the PREMISES without his spouse's consent and concurrence. Failing that, the SUBLESSEE may, by giving written notice to this effect, render this promise to lease null and void.

7.7 **NOTICE OF SUBLEASING TO THE LESSOR** – The LESSEE agrees to notify the lessor, in writing, without delay following acceptance of this promise, of his intention to sublease the PREMISES, in accordance with section 1870 of the Civil Code of Québec.

Within twenty (20) days following acceptance of this promise, the LESSEE shall notify the SUBLESSEE, in writing, that the lessor sent him a written notice by which he refuses the sublease and send him a copy of that notice. The promise to sublease shall become null and void as of the time of receipt of such notice by the SUBLESSEE.

In the event that the LESSEE did not notify the SUBLESSEE in the manner and within the time period mentioned above, the SUBLESSEE may render the promise to sublease null and void by notifying the LESSEE, in writing, within five (5) days following the expiration of the above time period. In this case, the promise to sublease shall become null and void as of the time of receipt of this notice by the LESSEE.

- 7.8 **RIGHT TO MAINTAIN OCCUPANCY** - The SUBLESSEE does not benefit from the right to maintain occupancy.
- 7.9 **DAMAGES** – In the event that, through the LESSEE’S fault, no lease is signed for the PREMISES, the LESSEE undertakes to compensate directly the agency or the broker, bound to the SUBLESSEE by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the SUBLESSEE would otherwise have had to pay.
- 7.10 The reasonable expenses resulting from the sublease and that may be required by the lessor, following his consent to the sublease, will be paid by the LESSEE.

**8. DECLARATIONS AND OBLIGATIONS COMMON TO THE SUBLESSEE AND THE LESSEE**

8.1 **LEASE** – The LESSEE and the SUBLESSEE shall sign the sublease annexed hereto, drafted in French, unless otherwise stipulated in 10.1 or in any Annex forming an integral part of this promise to sublease, on or before : \_\_\_\_\_ DATE \_\_\_\_\_ .

8.2 **USE OF THE PREMISES** (e.g. residence only or other):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.3 **INCLUSIONS** – Included in the sublease are the following items:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which must be in good working order for the term of the sublease.

8.4 **EXCLUSIONS** – Excluded from the sublease are the following items:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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