

BY REGISTERED MAIL

Without prejudice

Montreal, _____

My landlord
111, Apartment Road
Montreal (Quebec) H1H 1H1

Subject: Formal notice

Madam/Sir,

You are the landlord of my apartment, situated at _____ and you are aware that there has been [water damage in our accommodation].

This is to inform you of the fact that you have failed in your obligation, in the event of major repairs and work, to send us a written notice respecting certain conditions provided for by law. Indeed, articles 1854 and 1922 and following of the Quebec Civil Code enact your obligations in this regard.

***Art. 1854 C.c.Q.:** The lessor is bound to deliver the leased property to the lessee in a good state of repair in all respects and to provide him with peaceable enjoyment of the property throughout the term of the lease.*

***Art. 1922 C.c.Q.:** No major improvements or major repairs, other than urgent repairs, may be made in a dwelling without prior notice from the lessor to the lessee and, if it is necessary for the lessee to vacate temporarily, until the lessor has offered him an indemnity equal to the reasonable expenses he will have to incur by reason of the vacation.*

***Art. 1923 C.c.Q.:** The notice given to the lessee indicates the nature of the work, the date on which it is to begin and an estimate of its duration and, where required, the necessary period of vacancy; it also specifies the amount of the indemnity offered, where applicable, and any other conditions under which the work will be carried out, if they are of such a nature as to cause a substantial reduction of the enjoyment of the premises.*

The notice shall be given at least 10 days before the date on which the work is to begin or, if a period of vacation of more than one week is necessary, at least three months before that date.

***Art. 1924 C.c.Q.:** The indemnity due to a lessee by reason of temporary vacation is payable on the date he vacates.*

If the indemnity proves inadequate, the lessee may be reimbursed for any reasonable expenses incurred beyond the amount of the indemnity.

[We had to relocate at our expense to housing that cost much more than we can afford.]

We give you formal notice to reimburse us, within ten (10) days of receipt of this letter, for the costs related to the inconvenience related to this problem, which includes, among other things, the costs of [relocation, catering, and cleaning]. We reserve the right to initiate a request for a reduction in rent, in connection with

our impossibility to fully and peacefully enjoy our accommodation, and also the right to claim any moral or material damage related to all the aforementioned inconveniences.

If you fail to do so, I will have no choice but to take my case to Tribunal administratif du logement without warning or delay.

Please act accordingly.

Sincerely,

Signature
(Name of tenant)
Tenant's address