



READ INFORMATION ON REVERSE SIDE OF FORM BEFORE COMPLETING IT

ORIGINAL LESSEE		File No.: _____
1 IDENTITY	_____ <small>NAME AND GIVEN NAME OF INDIVIDUAL OR COMPANY NAME (BLOCK LETTERS)</small>	
2	Complete only if lessee is a group of individuals, an association or a company.	
REPRESENTED BY:	_____	
	<small>NAME AND GIVEN NAME OF REPRESENTATIVE</small>	<small>FUNCTION</small>
3 ADDRESS	_____ <small>(Lessee or representative)</small>	
	_____	Postal code: _____
4 MORTGAGEE	Are the buildings and structures erected or installed on the lot under mortgage? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	In the affirmative, please indicate the name and address of mortgagee:	
NAME	_____	
ADDRESS	_____	
	_____	Postal code: _____
5 LAND FOR BUILDING COTTAGES	Was the land for which you are applying for a lease transfer awarded pursuant to the drawing of parcels of land for building cottages after October 1, 2010? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	In the affirmative, please answer the following questions:	
1	What is the date of the first lease awarded following the drawing? _____ Yr Mo Day	
2	Is there a building with a minimum value of \$10,000 on this land? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Was the building sold by judicial sale, for non-payment of taxes or for the exercise of a mortgage right? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Does the request concern a lease transfer to your legal or de facto spouse, father, mother, brother, sister or child? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Is the lease transfer requested pursuant to the lessee's death? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6 SWORN STATEMENT (S) (under oath, if request is transmitted by mail, fax or e-mail)	I or we hereby declare having read the information on the reverse side of this form and having provided accurate information, and I or we request the MRC de Témiscamingue to proceed with the transfer of rental rights to the lease of the new lessee.	
	_____ <small>SIGNATURE</small>	
	_____ Yr Mo Day	
	_____ <small>SIGNATURE OF COMMISSIONNER OF OATH</small>	
	_____ <small>NAME, GIVEN NAME AND NUMBER OF COMMISSIONNER OF OATH</small>	
	Solemnly affirmed before me, at _____ this _____	
NEW LESSEE		
1 IDENTITY	_____ <small>NAME AND GIVEN NAME OF INDIVIDUAL OR COMPANY NAME (BLOCK LETTERS)</small>	
2	Complete only if lessee is a company.	
REPRESENTED BY:	_____	
	<small>NAME AND GIVEN NAME OF REPRESENTATIVE</small>	<small>FUNCTION</small>
3 ADDRESS	_____ <small>(New lessee or representative)</small>	
	_____	Postal code: _____
4 TELEPHONE NUMBERS	Home: _____	E-MAIL: _____
<small>(New lessee or representative)</small>	Other: _____	
5 STATEMENT	I hereby declare having read the information provided on the reverse side of this form, and request the MRC de Témiscamingue to issue a new lease in accordance with conditions in effect for the same land, which will be used for the same purposes.	
	_____ <small>SIGNATURE</small>	
	_____ Yr Mo Day	
FOR MRC USE ONLY		
(If application submitted in person)		
Verification of original identity documents <input type="checkbox"/> Yes <input type="checkbox"/> No		

INFORMATION

- 1) Personal information is gathered for the application of laws, regulations and programs under the authority of the Minister of Natural Resources.
- 2) The lessee of a land under lease with the MRC de Témiscamingue may ask that the rights included in his or her lease be transferred to a new lessee. The seller and the buyer are responsible for conducting the transaction involving buildings and improvements; consequently, this form shall by no means serve as a sale contract. The seller and the buyer may, should they deem it necessary, consult a notary or a private lawyer.
- 3) Any lease amount due must be paid in full prior to transferring the lease. It is the original lessee's responsibility to pay any amount due to the MRC prior to making the transfer. However, the new lessee, if he or she so wishes, may settle the original lessee's debt in order to use the land being transferred. It is the responsibility of the original lessee and the new lessee to agree on the breakdown of the rent not accrued but paid by the original lessee. The MRC shall pay no reimbursement to the original lessee; however it will credit any portion of the rent not accrued but paid by the original lessee from the date of entry into force of the new lease.
- 4) In compliance with section 29.1 of the *Règlement sur la vente, la location et l'octroi de droits immobiliers sur les terres du domaine de l'État* (Regulation respecting the sale, lease and granting of immovable rights on lands in the domain of the State), the lessee of land for building cottages, awarded by drawing of lots after October 1, 2010, may not transfer his or her rights in the lease for five (5) years following the date of the first lease; this does not apply if:
 - The lessee constructed a building of a minimum value of \$10,000 on the leased land;
 - The building on the leased land was sold by judicial sale, for non-payment of taxes or for the exercise of a mortgage right;
 - The transfer is made in favor of the lessee's legal or de facto spouse, father, mother, brother, sister or child, or following the lessee's death.
- 5) Once the transfer is made, the lease with the original lessee is cancelled and a new lease is concluded between the new lessee and the MRC. The new lease shall be issued in compliance with the conditions prevailing at the time of its award.
- 6) If the original lessee has benefited from a rental increase spreading measure by virtue of section 28.4 of the *Règlement sur la vente, la location et l'octroi de droits immobiliers sur les terres du domaine de l'État* (Regulation respecting the sale, lease and granting of immovable rights on lands in the domain of the State), the said measure ends when the lease is awarded to the new lessee.
- 7) The new lease is issued to only one natural person or incorporated legal person. If the lessee is a group of individuals, the group must appoint a representative, and the lease will be issued in his or her name. It is the responsibility of the group members to agree on the person they should appoint as their representative.
- 8) The new lessee must pay the administrative charges related to the issuance of the new lease; these charges amount to \$328 plus GST plus QST (\$377.12) if the lease is issued for the same land and if the land will be used for the same purposes. Administrative charges are adjusted on April 1st each year according to the change in the average Consumer Price Index for the preceding year, based on the index established for the whole of Québec by Statistics Canada. This fee can be paid in cash or by Interac at the MRC office, or by cheque or money order payable to the MRC de Témiscamingue.
- 9) If the form is submitted in person to the office of the MRC, the "original lessee" or the "original lessee and the new lessee" must show an original identity card at the time of signature of the form at the office of the MRC. If the form is sent by mail to the office of the MRC, or if new lessee submits it in person thereto, the original lessee must first produce a sworn statement before a commissioner of oath, who will certify the authenticity of the original lessee's signature. To find contact information for a commissioner of oath, consult the *Registre des commissaires à l'assermentation*, or contact Services Québec. Charges not exceeding \$5 may apply for every oath taken.
- 10) The form, once completed and signed by the original lessee and the new lessee, must be returned to the office of the MRC de Témiscamingue to the following address:

MRC de Témiscamingue
Service des baux
21, rue Notre-Dame-de-Lourdes, bureau 209
Ville-Marie (Québec) J9V 1X8
Phone: 819 629-2829 ext. 203
Tool-free: 1 855 622-6728 ext. 203
Fax: 819 629-3472
E-mail: syndia.belanger@mrctemiscamingue.qc.ca
Website: www.mrctemiscamingue.qc.ca