
HIGHLIGHTS

Following the launch in June 2022 and November 2023 of revised versions of the real estate brokerage forms for residential immovables containing less than 5 dwellings and immovables held in co-ownership, the OACIQ began the task of **modernizing its recommended forms**. The purpose of this work is to **harmonize all brokerage forms** according to the changes introduced in 2022 and 2023 and, of course, to ensure their compliance with the *Real Estate Brokerage Act* (REBA) (CQLR, c. C-73.2) and the regulations thereunder.

No substantial change has been made to the recommended form *Promise to lease – Commercial* (PLC) as part of this harmonization work.

IMPORTANT: We recommend that you finalize the forms concerned that have not been completed on InstanetForms™ **no later than September 30 at midnight**. You must not access the forms concerned between 12:01 am and 6:00 am (Montreal time) on October 1, 2025, as the change will take effect at that time.

The forms concerned, completed and signed before October 1, 2025, remain valid.

CLAUSE 4 – RENT AND LEASING CONDITIONS

Harmonization with mandatory forms PP, PPD and PPU.

Clause 4.7 – Deposit

This clause now provides for two periods in which to pay a deposit, at the lessee's option, i.e. with the promise to **purchase** or within 72 hours following fulfilment of the conditions outlined in the promise to lease, excluding the signing of the lease.

If the lessee does not pay the deposit within 72 hours following fulfilment of the conditions contained in the promise to lease, the lessor may notify the lessee in writing, within five days following the expiry of this period, that he grants the lessee an additional period to pay. After this additional period granted by the lessor, the promise to lease becomes null and void. Should the lessor fail to notify the lessee within the time period and in the manner specified in clause 4.7, he shall be deemed to have waived the deposit condition.

To simplify the payment of the deposit, the form also provides for payment by electronic transfer, whether from Canada or another country, bank draft, as well as the payment of bank fees.

CLAUSE 5 – DECLARATIONS AND OBLIGATIONS OF THE LESSEE

Harmonization with mandatory forms PP, PPD and PPU.

Clause 5.5 – Damages

Different wording is proposed to allow the lessee to clearly understand the consequences of refusing to sign the lease. In the event of a dispute, if the court rules in favour of the lessor or his real estate broker acting on his own account or his real estate agency, the lessee could be required to pay damages to both the lessor and the real estate broker acting on his own account or real estate agency bound to the lessor. Note that payment of damages is not automatic (and never was) and cannot be made without resorting to the courts.

CLAUSE 7 – DECLARATIONS AND OBLIGATIONS OF THE LESSOR

Clause 7.2 par. 4

This clause is enhanced by adding the lessor's declaration regarding the connection of the premises covered by the lease to power utilities provided by the municipality.

Harmonization with mandatory forms PP, PPD and PPU.

Clause 7.4 – Defect or irregularity

It is specified that notification of defects or irregularities is done following fulfilment of the conditions outlined in the promise to lease.

Clause 7.5 – Damages

Different wording is proposed to allow the lessor to clearly understand the consequences of refusing to sign the lease. In the event of a dispute, if the court rules in favour of the lessee or his real estate broker (or his real estate agency), the lessor could be required to pay damages to both the lessee and the real estate broker acting on his own account or real estate agency bound to the lessee. Note that payment of damages is not automatic (and never was) and cannot be made without resorting to the courts.

CLAUSE 14 – SIGNATURES

Harmonization with mandatory forms PP, PPD and PPU.

Box before the signatures – Role of the OACIQ

In accordance with section 16.2 of RBR, this box contains an informative text presenting the mission of the OACIQ. If the real estate broker acting on his own account or the real estate agency provides the party with the revised PLC form containing this box, he complies with the obligation set out in section 16.2 and is not required to provide any other documentation on the role of the OACIQ.

OTHER CHANGES ARE STRUCTURAL OR TECHNICAL IN NATURE.