

	<p>(c) the insolvent person has not paid for services rendered, or material provided, before the filing of</p> <ul style="list-style-type: none"> (i) the notice of intention, if one was filed, or (ii) the proposal, if no notice of intention was filed. 	<p>dépôt de l'avis d'intention ou, à défaut d'avis d'intention, de la proposition.</p> <p><i>5</i></p>
Certain acts not prevented	<p>(4) Nothing in subsections (1) to (3) shall be construed as requiring the further supply of goods or services for other than payment in cash, or the further advance of money or credit.</p>	<p><i>10</i></p>
Provisions of section override agreement	<p>(5) Any provision in an agreement that has the effect of providing for, or permitting, anything that, in substance, is contrary to this section is of no force or effect.</p>	<p><i>15</i></p>
Powers of court	<p>(6) The court may, on application by a party to an agreement or by a public utility, declare that this section does not apply, or applies only to the extent declared by the court, where the applicant satisfies the court that the operation of this section would likely cause it significant financial hardship.</p>	<p><i>20</i></p>
Insolvent person may repudiate commercial lease	<p>65.2 (1) At any time between the filing of a notice of intention and the filing of a proposal, or on the filing of a proposal, in respect of an insolvent person who is a commercial tenant under a lease of real property, the insolvent person may repudiate the lease on giving thirty days notice to the landlord in the prescribed manner, subject to subsection (2).</p>	<p><i>25</i></p>
Landlord may challenge	<p>(2) Before the repudiation of a lease becomes effective pursuant to a notice under subsection (1), the landlord may apply to the court for a declaration that subsection (1) does not apply in respect of that lease, and the court, on notice to such parties as it may direct, shall make such a declaration unless the insolvent person satisfies the court that the insolvent person would not be able to make a viable proposal, or that the proposal the insolvent person has made would not be viable, without the repudiation of that lease.</p>	<p><i>30</i></p>
Compensation	<p>(3) Where a lease is repudiated pursuant to subsection (1), a proposal filed by the insolvent person must provide for payment to</p>	<p><i>35</i></p>
	<p>65.2 (1) Entre le dépôt d'un avis d'intention et celui d'une proposition relative à une personne insolvable qui est un locataire commercial en vertu d'un bail immobilier, ou lors du dépôt d'une telle proposition, cette personne peut, sous réserve du paragraphe (2), résilier son bail sur préavis de trente jours.</p>	<p><i>40</i></p>
	<p>(2) Le locateur peut, avant la prise d'effet de la résiliation aux termes du paragraphe (1), demander au tribunal de déclarer ce paragraphe inapplicable au bail en question; le tribunal est tenu, sur avis donné aux parties qu'il ordonne d'aviser, de rendre l'ordonnance souhaitée, sauf si la personne insolvable le convainc que, sans la résiliation du bail, elle ne serait pas en mesure de faire une proposition viable ou que la proposition déjà faite ne serait pas viable.</p>	<p><i>45</i></p>
	<p>(3) En cas de résiliation du bail, la proposition déposée par la personne insolvable doit prévoir le paiement au locateur, dès que le</p>	<p><i>50</i></p>
		<p><i>Indemnité</i></p>