

The rules are set: get ready for the warranty of good working order, coming to Québec in October 2026

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Key Takeaways

- The Regulation comes into effect on October 5, 2026, and supports Bill 29, which aims to prohibit planned obsolescence and enhance consumer rights.
- The warranty covers specific new goods with designated durations.
- Manufacturers must publicly disclose warranty durations online, and merchants should update their sales practices to comply with the new requirements.

On December 17, 2025, the Québec government published the final version of the *Regulation to Amend the Regulation Respecting the Application of the Consumer Protection Act* (the final Regulation), a draft of which had been published on June 16, 2025

(the draft Regulation).^[1] The final Regulation introduces amendments to the *Regulation Respecting the Application of the Consumer Protection Act* (Regulation) to implement the new statutory “warranty of good working order” established under recent amendments to the Québec *Consumer Protection Act* (QC CPA).

Entering into force on October 5, 2026, these amendments represent a significant milestone in the second phase of implementation of Bill 29, *An Act to Protect Consumers From Planned Obsolescence and to Promote the Durability, Repairability and Maintenance of Goods* (Bill 29). As discussed in previous Updates,^[2] Bill 29 is designed to prohibit planned obsolescence and to strengthen consumer rights regarding the durability, repairability and maintenance of certain goods.

This Update outlines the key changes introduced by the final Regulation and provides a comprehensive overview of the obligations imposed on merchants and manufacturers under the warranty of good working order.

Key legislative and regulatory changes

While the final Regulation is broadly consistent with the draft Regulation, one notable departure is the removal of a post-sale disclosure obligation for merchants in a specified format concerning the warranty of good working order, which the draft Regulation had contemplated as a new section 79.23 of the Regulation, and which ultimately is not present in

the final Regulation. However, it is important to note that for distance contracts (namely, contracts concluded over the phone or online), merchants continue to have an obligation to disclose the duration of the warranty of good working order in the contract of sale that is sent to consumers.

The final Regulation, in conjunction with the amendments to the QC CPA introduced by Bill 29, addresses the warranty of good working order as follows.

1. Warranty of good working order for enumerated categories of new goods

Section 38.1 of the QC CPA introduces a warranty of good working order for specified categories of new goods that are the subject of a contract of sale or a long-term lease — namely, refrigerators, freezers, dishwashers, washing machines, dryers, television sets, desktop computers, laptop computers, electronic pads, cellular telephones, video-game consoles, air conditioners, heat pumps and any other goods designated by future regulations.

The final Regulation does not add any products to the list already set forth in the QC CPA further to the adoption of Bill 29 and confirms the warranty durations proposed in the draft Regulation as follows:

- **Six years:** stoves, refrigerators, freezers, air conditioners and heat pumps
- **Five years:** dishwashers, washing machines and dryers
- **Four years:** television sets
- **Three years:** desktop computers, laptop computers, electronic pads, cellular telephones and video-game consoles

2. New merchant disclosure obligations

Merchants must indicate the duration of the warranty of good working order near the advertised price of applicable goods or, where the goods are offered for lease, near their retail value, in a prominent manner.

Post-sale disclosure obligation

The draft Regulation initially required the merchant to provide consumers with a written document prominently displaying the content of the proposed compulsory provision after entering into a contract of sale or a long-term lease of goods subject to a warranty of good working order.

In the final Regulation, however, this proposed section was entirely removed. As a result, the only post-sale disclosure obligation for merchants is in the context of distance contracts (i.e., contracts concluded online or by telephone), where the merchant must indicate the duration of the legal warranty in the contract provided to the consumer after the conclusion of the sale.

Additional warranties

If a merchant proposes to sell a consumer an additional warranty in respect of a good covered by the warranty, the merchant must provide the following notice (mostly in type of at least 14 points) to the consumer, in paper form, or, if the warranty is being offered online, in a form that is easy for the consumer to retain and print:

NOTICE CONCERNING LEGAL WARRANTIES

The Act requires the manufacturer and the merchant to warrant the good working order of the goods for [3/4/5/6, depending on the nature of good] years from the delivery of the goods. The warranty is free of charge.

The merchant is required to read you the above text [this disclosure is not required for contracts concluded online].

In the event of malfunction of the goods during the warranty, contact the manufacturer and/or the merchant. They are required to repair the goods free of charge.

Goods	Duration of the legal warranty of good working order
Range – Refrigerator – Freezer – Air conditioner – Heat pump	6 years
Washing machine – Dryer – Dishwasher	5 years
Television set	4 years
Desktop or laptop computer – Video game console – Cellular telephone – Electronic pad	3 years

The warranty is automatically granted by the Consumer Protection Act.

Other warranties are also granted by that Act free of charge. They allow you, among other things, to require that the goods be durable in normal use for a reasonable length of time (sections 37 and 38 of the Act). They may apply during and after the expiry of the legal warranty of good working order.

For more information on the warranties, go to the website of the Office de la protection du consommateur at Quebec.ca/garanties-consommateur.

Except where the warranty is being offered online, the merchant must also disclose the following orally to the consumer: “The Act requires the manufacturer and the merchant to warrant the good working order of the goods for [3/4/5/6, depending on the nature of good] years from the delivery of the goods. The warranty is free of charge.”

3. Manufacturers’ disclosure obligation

Manufacturers are required to disclose online, in a prominent and comprehensible manner, the duration of the warranty of good working order applicable to their goods.

Practical implications and next steps

While the final Regulation remains largely consistent with the draft Regulation, a notable change is the removal of the proposed provision that specified the required content of the proposed compulsory merchant post-sale disclosure obligations regarding the warranty of good working order. Despite this change, merchants concluding contracts online or by telephone are still required to indicate the duration of the legal warranty of good working order in the contract sent to the consumer after the conclusion of the sale.

These provisions and amendments will come into force on October 5, 2026.

For businesses operating in Québec, understanding and implementing these changes is essential to ensure compliance. Merchants and manufacturers are advised to review and update their sales practices, remote-contract procedures and consumer-facing materials proactively in order to ensure full compliance.

We are here to help you navigate the changes brought by the amendments discussed above and support you in keeping your business compliant with Québec consumer protection laws.

Please do not hesitate to contact us if we can provide any assistance or guidance on your operations in Québec.

[1] We previously discussed the draft Regulation in our Osler Update entitled ["Raising the bar: how Bill 29's next phase redefines warranty standards in Québec"](#) (September 10, 2025).

[2] Osler Updates: ["From purchase to repair: how Bill 29 reshapes consumer rights in Québec"](#) (July 30, 2025); ["Raising the bar: how Bill 29's next phase redefines warranty standards in Québec"](#) (September 10, 2025).