

Yes, Québec consumer protection laws actually can get stricter: what you need to know about the new warranty and repair obligations of Bill 29



FEBRUARY 26, 2024 7 MIN READ

Related Expertise

- [Retail and Consumer Products](#)

Authors: [Alexandre Fallon](#), [Amanda Gravel](#)

The Québec National Assembly has adopted Bill 29, which introduces significant changes to the Québec *Consumer Protection Act* (QCPA). The main goals of Bill 29 are to prohibit the planned obsolescence of products and to enhance consumers' rights related to durability, repairability and maintenance of certain products. These changes will affect sellers of certain consumer products in Québec.

Bill 29 will come into force in stages over the next three years, and some of its provisions will depend on accompanying regulations that have not yet been tabled. It is therefore important to carefully review the amendments and consider their impact on your business, the coming into force of the relevant provisions and to monitor the adoption of any regulations stemming from Bill 29.

In this bulletin, we will highlight two key aspects of the bill that may be of most concern: (1) the legal warranty of good working order for certain new products; and (2) the enhanced legal warranty of availability of replacement parts and repair services for products that require maintenance.

General overview

Bill 29's main goals are clear from its title:

1. to prohibit the planned obsolescence of products (defined as a technique aimed at reducing the normal operating life of a good)
2. to enhance consumers' rights related to durability, repairability and maintenance of certain products

To achieve these goals, Bill 29 notably

- introduces a **legal warranty of good working order** for certain new products
- enhances the legal warranty of availability of **replacement parts and repair services** for products that require maintenance

- prohibits **planned obsolescence** — i.e., the manufacturing, offering or selling to a consumer products for which obsolescence is planned, as well as the use of techniques that make it more difficult for consumers to maintain or repair goods
- introduces the obligation that merchants, in respect of long-term contracts of lease of automobiles, provide an inspection free of charge of the automobile before the end of the consumer's lease, as well as a requirement that automobile manufacturers provide the owner or long-term lessee of a vehicle with access to the automobile's data, on certain conditions
- provides the Government with the regulatory power to determine **technical or manufacturing standards** for goods (e.g., standards for interoperability between goods and chargers)

To enforce these new requirements, Bill 29 also

- increases the amounts of penal fines in the case of a contravention of the QCPA or of a regulation made under it
- introduces monetary administrative penalties (\$3,500 per day for non-individuals) and increases the dollar amount of fines that can be imposed (up to 5% of a company's worldwide turnover for the preceding fiscal year)
- introduces a presumption: if an organization commits an offence under the QCPA or its regulations, any of its directors, officers, mandataries or representatives are presumed to have also committed the offence unless it is established that they exercised due diligence

We will focus on the first two points: (1) legal warranty of good working order and (2) replacement parts and repair services, as these appear to be of most concern for companies selling consumer products.

The amendments relating to the warranty of good working order for certain household appliances will come into force on October 5, 2026, and the amendments relating to the warranty of the availability of replacement parts, repair services and the information necessary to repair or maintain goods will come into force on October 5, 2025.

Legal warranty of good working order

Bill 29 introduces a legal warranty of good working order for the sale or lease of specifically listed new products, including certain appliances, televisions, computers, cellphones, video game consoles, air conditioners and heat pumps, as well as any other goods to be determined by regulation. This new warranty is in addition to the other legal warranties of quality, durability and normal use in the QCPA, as well as the legal warranty of quality provided for in the *Civil Code of Quebec* (CCQ), which apply to all goods.

The duration of the warranty (i.e., a minimum period for which the good is expected to be in good working order) for each good that is covered by this warranty will be determined by regulation. No such proposed regulation has been tabled yet.

If the products come into disrepair during this period, merchants or manufacturers will have to assume the costs of repair. The warranty covers parts and labour, but does not cover, for example, normal maintenance service (and the replacement parts resulting from it) or damage resulting from abuse by the consumer. It is transferable to subsequent purchasers of the product.

Bill 29 includes certain disclosure obligations related to this warranty, depending on factors such as qualification (e.g., merchant, manufacturer) or the timing (e.g., required disclosures when the product is displayed for sale, as well as disclosures that must be provided after the sale). Further and/or more precise disclosure obligations will likely be detailed in the regulation.

Merchants who sell an additional warranty will have to disclose to the consumer the existence of the warranty of good working order. The consumer may terminate the additional warranty contract without cost or penalty within 10 days (with the potential to be extended to one year if certain other disclosure obligations have not been met).

Replacement parts and repair services

The QCPA already provided for the requirement of maintaining replacement parts and repair services for a reasonable period after sale (unless the merchant or manufacturer informed the consumer in writing, before the sale, that it does not supply replacement parts or repair services).

This obligation therefore has largely not changed in Bill 29. At most, it specifies that such an obligation extends to information necessary to maintain or repair the goods (such as diagnostic software and its updates). However, Bill 29 does add the following to the QCPA, which are further but separate obligations related to repair parts and service:

- the possibility for the Government, by regulation, to specify certain types of parts or information that cannot be excluded from this obligation, the time for which those parts and that information must be available and the time within which the merchant or the manufacturer must, at the consumer's request, provide them to the consumer
- requiring the disclosure of certain information relating to the availability of replacement parts and repair services, as well as information necessary to perform that maintenance
- requiring that replacement parts be installable using commonly used tools and without causing irreversible damage to the product
- requiring that repairs be made possible at a reasonable price which does not discourage the customer from accessing it
- prohibiting the use of techniques designed to make it more difficult to maintain or repair goods

Bill 29 imposes strict consequences on merchants and manufacturers if they fail to make available a replacement part (or repair service or information) for a reasonable period after sale. If this occurs, the consumer may request that the product be repaired by the merchant or manufacturer. The merchant or manufacturer must respond within 10 days to the consumer's request, providing the timeframe required to repair the good. Failure to respond, or failure to respect the time frame provided for repair, will require the merchant or manufacturer to replace the product or reimburse the purchase price. In the event the consumer declines the proposed timeframe for repair, the consumer may have the good repaired by a third party at the expense of the merchant or the manufacturer.

Bill 29 introduces substantial new obligations and potential liabilities for sellers of certain consumer products in Québec. In order to best protect themselves from potential liability, these sellers should consider

- reviewing their current practices and policies regarding the design, manufacturing,

offering and selling of your products, as well as the provision of replacement parts, repair services and information, to ensure compliance with the new provisions of the QCPA

- reviewing and update their contracts, warranties, disclosures and notices to consumers, to reflect the new requirements and obligations under the QCPA
- monitoring the adoption of any regulations under Bill 29, as they may affect the scope and application of the new provisions of the QCPA
- training staff and representatives on the new provisions of the QCPA and their implications for the business

We are here to help you navigate the changes brought by Bill 29 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 this matter.