

Canadian language laws: Understanding bilingual regulations

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This article is part of a practical series written for international companies looking to establish, launch, operate or invest in a business Canada. Each article covers a major area of law in Canada – everything from employment laws to taxes. Access all the articles on the [“Doing business in Canada: A practical guide from ‘Eh’ to ‘Zed’”](#) page.

English and French are the two most widely spoken languages in Canada, with Francophones primarily in Québec and Anglophones throughout the rest of Canada. French and English are also Canada’s two official languages. Both languages now have equal status in the operation of, and services provided by, federal institutions. In areas of Canada designated as bilingual, citizens can seek and obtain federal government services in either official language.

The *Official Languages Act (Canada)* has historically not imposed language obligations on businesses operating in Canada. However, in 2023, the federal legislature adopted a new law to impose new obligations on federally regulated private businesses concerning the use of French, both as a language of service and as a language of work. These new obligations will apply to their activities in Québec and in regions with a strong francophone presence. This new law, titled the *Use of French in Federally Regulated Private Businesses Act*, will come into effect on a future date to be determined by the federal government.

Language requirements applicable to businesses are also found in other specific federal legislation and in some provincial legislation. At the federal level, for example, the *Consumer Packaging and Labelling Act (Canada)* requires that certain information set out on the packages and labels of consumer prepackaged products be provided in both French and English, notably the product name and the declaration of net quantity. Additional language requirements also apply to the labels of certain regulated products, such as drugs, medical devices and food.

Companies operating in Québec are subject to language requirements pursuant to the *Charter of the French Language* (the Charter). In 2022, the Charter was significantly amended to enlarge its scope of application, add new remedies, and create new requirements applicable to all persons and organizations doing business in Québec.

Among the changes made to the Charter in 2022 are the strengthening of civil remedies and penalties, the expansion of certain rules concerning the use of French, and the specification of stricter language requirements for contracts with the Quebec civil administration. These adjustments include the broadening of language rules, and now request for most contracts with the Québec civil administration (i.e., the Quebec government, departments, agencies, and municipalities) to be drafted exclusively in French, with all related documents provided in French only.

The Charter proclaims French as the official language of Québec. It mandates that every inscription on a product sold in the Québec market, including, with some exceptions, imported goods, must be drafted in French. This requirement extends to inscriptions on the product's container or wrapping, as well as on documents supplied with the product, such as directions for use and warranty certificates. It also applies to product catalogues and other similar publications, with only a limited number of exceptions. Another language can generally be used in addition to French, but it must then not be given greater prominence than French. Moreover, the French version of all commercial publications must be available on terms that are at least as favourable as those of their English counterpart.

The rule outlined above also applies to the website of businesses with one or more establishments in Québec that offer their products and/or services for sale in Québec; such a website must be available in French and the version of the website in another language must not be made available on terms that are more favourable than those of the French version. Public signs and commercial advertising must also be in French or in both French and another language provided that French is markedly predominant. In addition, contracts of adhesion (standard form contracts and contracts for which the essential stipulations are non-negotiable), contracts predetermined by one party and related documents must now be remitted in French first to the other party before they can validly request and accept to be bound by a contract exclusively drawn up in another language, such as English. Such contracts and their related documents can nevertheless be drawn up bilingually as long as the use of French is as prominent as the use of any other language. Businesses operating in Québec must also have a name in French. The use of non-French trademarks is permissible in Québec only where certain requirements have been met. On June 1, 2025, amendments to the Charter that restrict the use of non-French trademarks on public signage have come into force. Under these amendments, non-French recognized trademarks may still be listed on products, public signage and commercial advertising provided no French version is registered under the *Trademarks Act (Canada)*. If a French version of a trademark is registered, then that version must be used. In addition, descriptive or generic terms describing the products if included in a trademark will now have to be translated to French, to the exception of the name of the business and the name of the product.

In addition to establishing French as the language of commerce and business, the Charter has an impact on employment matters. Workers in Québec have a right under the Charter to carry on their activities in French. Employers are required to draw up written communications to staff and offers of employment or promotion, individual work contracts and any document related to work conditions in French (in addition to any other language used), and are prohibited from dismissing, laying off, demoting or transferring employees for the sole reason that they speak exclusively French or have insufficient knowledge of another language. Proficiency in a language other than French cannot be a condition of obtaining employment unless the nature of the duties related to

the position requires such knowledge. In this regard, employers must demonstrate that the linguistic needs associated with the duties of the position were evaluated before they required knowledge of a language other than French. They must also take all reasonable means to avoid imposing such a requirement, including by ensuring that the language knowledge already required from other staff members is insufficient for the performance of the duties of the position.

As of June 1, 2025, any enterprise in Québec that employs 25 or more persons for a period of six months or longer must register with the Office québécois de la langue française (the Office), which is the government agency responsible for enforcing the Charter. This threshold was previously set at 50 or more. If, after analyzing the enterprise's linguistic situation, the Office considers that the use of French is generalized at all levels of the business, it issues a "francization" certificate to the enterprise. Otherwise, if this is not the case, the enterprise must then adopt and implement a francization program, the aim of which is ultimately to generalize the use of French throughout the enterprise within Québec. An enterprise that employs 100 or more persons is also required to form a "francization" committee that monitors the language situation in the enterprise and reports to management of the enterprise. The Office also has the power to require enterprises that employ less than 100 employees to form such a committee.

The Office enforcement powers have been increased in 2022, as it can now issue orders to comply with the Charter. Non-compliance with an order is an offence and fines have been substantially increased. A first offence now ranges from C\$6,700 to C\$7,000 for individuals and from C\$3,000 to C\$30,000 for corporations (per day of non-compliance with the order). The fines may be doubled for a second offence and tripled for a subsequent offence. If an offence continues for more than one day, it constitutes a separate offence for each day it continues. Directors and officers are subject to the same fines unless they can demonstrate that they took all necessary precautions to prevent the offence.

A court may also impose a further fine on the offender equal to the financial gain realized or derived from the offence, even if the maximum fine set out above has also been imposed.

The Charter also provides that if an enterprise repeatedly contravenes the provisions of the Charter, the Minister of the French Language may, on the advice of the Office, suspend or revoke a permit or another authorization issued by a Québec authority.

Companies can be subject to civil litigation, by customers and businesses, if they do not comply with certain language rules. For example, civil remedies include the possibility of having certain contracts nullified, when the rules requiring the use of French have not been adhered to.

Although generally enforcement is limited to individuals and companies that have a place of business in Québec, those engaged in marketing or selling non-compliant products are at risk of prosecution for violations of the Charter. These may include local resellers, distributors, marketing and advertising companies, and others.

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BLG Offices

Calgary

Centennial Place, East Tower
520 3rd Avenue S.W.
Calgary, AB, Canada
T2P 0R3

T 403.232.9500
F 403.266.1395

Ottawa

World Exchange Plaza
100 Queen Street
Ottawa, ON, Canada
K1P 1J9

T 613.237.5160
F 613.230.8842

Vancouver

1200 Waterfront Centre
200 Burrard Street
Vancouver, BC, Canada
V7X 1T2

T 604.687.5744
F 604.687.1415

Montréal

1000 De La Gauchetière Street West
Suite 900
Montréal, QC, Canada
H3B 5H4

T 514.954.2555
F 514.879.9015

Toronto

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada
M5H 4E3

T 416.367.6000
F 416.367.6749

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