More durable goods: Key impacts of Québec's new repair and durability regulation for manufacturers and merchants

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On Jan. 22, 2025, the Québec government published its draft regulation (the Proposed Regulation) on the right to repair, following the assent of Bill 29: *An Act to protect consumers from planned obsolescence and promote the durability, repair, and maintenance of goods* (the Act) in Oct. 2023.

The Proposed Regulation provides valuable clarification and guidance on the modifications introduced by the Act towards favouring durable goods, particularly with regard to the legal warranty of availability of replacement parts and repair services.

Currently, there is an ongoing consultation period for the Proposed Regulation, during which stakeholders have until March 8, 2025, to provide feedback. The Proposed Regulation is set to come into force on Oct. 5, 2025, the same day as the relevant section of the Act.

Warranty of availability of replacement parts and repair services

The Act extends the existing obligation under the Consumer Protection Act (the CPA) for manufacturers and merchants to provide the availability of replacement parts and repair services for a reasonable period. Section 39 of the CPA has been expanded to include new requirements for goods that require maintenance:

- Replacement parts, repair services, and information necessary to maintain or repair the goods must be available for a reasonable time after the consumer enters into the contract of sale;
- All information required to maintain or repair the goods must be available in French;
- It must be possible to install replacement parts using commonly available tools without causing irreversible damage to the goods.

The Proposed Regulation clarifies the term “commonly available tool.” Under the Proposed Regulation, a tool is considered “commonly available” if:

1. It is provided free of charge no later than when the consumer takes possession of the goods; or
2. It can be obtained online or in-store at a reasonable price and within a reasonable time.

Possible exclusion and mandatory disclosure

Manufacturers and merchants can be exempt from these obligations if they notify the consumer in writing, prior to the sale contract, that they will not provide replacement parts, repair services, or maintenance information. However, the Act and the Proposed Regulation also impose disclosure obligations:

- Manufacturers must clearly state whether they guarantee the availability of replacement parts, repair services, or maintenance information, and if so, whether it is a full or partial guarantee. In the case of a partial guarantee, a detailed list of exclusions is required;
- This information must be presented in a format that is easy to print, and if the product is accompanied by a user or maintenance manual, it must be included therein;
- Merchants must also disclose the same information to consumers before entering into a contract of sale. If the sale is online, they must include a hyperlink to the manufacturer’s disclosures.

Prohibition of techniques hindering maintenance or repair

As of Oct. 5, 2025, the Act prohibits merchants and manufacturers from using techniques that make it more difficult for consumers or their representatives (mandataries) to maintain or repair goods. This includes techniques that hinder access to data necessary for diagnostics, maintenance, or repair.

However, the Proposed Regulation provides an exception, permitting such techniques if they:

- Protect the consumer or their representative from a grave, serious, direct, and immediate risk to safety, unless the representative is offering repair or maintenance services as part of their business operation;
- Ensure compliance with a law or regulation.

Conclusion

The forthcoming changes brought about by the Act and the Proposed Regulation have significant implications for manufacturers and merchants. The obligations surrounding the availability of repair information, parts, and services, as well as the new disclosure and safety requirements, will impact how goods are sold, maintained, and repaired in

Québec. It is crucial for businesses to stay informed and prepare for the changes to ensure compliance with the new law and avoid potential liabilities.

If you have any questions regarding Québec's consumer protection laws, including these new repair and durability obligations for businesses, please reach out to the key contacts below.

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