Will it work? Québec prepares for its new consumer legal warranty

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On July 16, 2025, the minister of Justice of Québec released a draft regulation clarifying the obligations of manufacturers and merchants under the legal warranty of good working order (the Regulation), which will take effect on October 5, 2026.

This warranty, introduced via amendments to the *Consumer Protection Act* (CPA) in 2023, requires that certain new and used goods function properly for a defined period; it also mandates specific disclosures from manufacturers and merchants. Unique in Canada, the warranty aims to enhance consumer protection.

The Regulation:

- Specifies precise warranty durations for various goods, including for certain household appliances and electronic devices.
- Details the disclosure obligations of manufacturers and merchants regarding the warranty of good working order.
- Sets rules and disclosure requirements for merchants who offer consumers the option to purchase additional warranties for products covered by the new warranty of good working order.

What's changing?

New defined warranty periods by product

The Regulation sets out clear timelines for how long products must remain in good working order, namely:

- **6 years** for ranges, refrigerators, freezers, air conditioners, and heat pumps.
- **5 years** for dishwashers, washing machines, and dryers.
- **4 years** for television sets.
- **3 years** for desktop computers, laptop computers, electronic pads (tablets), cellular telephones, and video game consoles.

In practice, this means that if a consumer's mobile phone stops functioning properly within three years of being purchased or leased, the manufacturer or merchant will be legally required to repair it at no cost to the consumer.

Manufacturers and merchants must explicitly disclose this new warranty

The Regulation also outlines new disclosure requirements for both manufacturers and merchants with respect to the new warranty of good working order, for instance:

- Manufacturers must disclose the duration of this warranty online, in a manner that is both prominent and comprehensible.
- After entering into a contract for the purchase or long-term lease of goods covered by the warranty, merchants must provide consumers with a written document that prominently displays a mandatory table and the clauses prescribed by the Regulation, informing the consumer of the existence and duration of the warranty.

This obligation is in addition to merchants' obligation to disclose prominently the duration of the warranty near the advertised price or, in the case of a long-term lease, near the retail value of the product.

New notice required when offering additional warranties on certain products

The Regulation requires merchants to disclose specific information to consumers when offering an additional warranty in cases where the product is already covered by a warranty of good working order.

More specifically, these merchants must provide a notice that includes a table outlining the duration of the warranty of good working order, a statement confirming that this warranty is automatically granted under the CPA, and a reminder that other warranties are also granted free of charge under this law.

A specific notice is also required for used automobiles and motorcycles when they are covered by the warranty of good working order.

Significance of the Regulation

These amendments bring much needed clarity around the upcoming legal warranty of good working order by specifying the exact duration of warranty for various categories of goods, and defining clear disclosure obligations for both manufacturers and merchants.

As the Regulation remains open for comments by the public, the government may introduce modifications, and the final version could differ.

Non-compliance with these new rules could result in significant penalties for manufacturers and merchants, as the maximum fines under the CPA have been considerably increased since January 5, 2025.

For further guidance on the Regulation or assistance with its implications, including the disclosure and notice requirements that manufacturers and merchants will need to adhere to, we invite you to contact the authors or any of the key contacts listed below.

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