

Legal warranty of good working order: new requirements for merchants and manufacturers

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Authors

Simon Clément

Partner, Lawyer Partner, and Managing Partner (Québec City and Trois-Rivières offices)

Florence Desrosiers-Lepage

Articling Student

The *Act to protect consumers from planned obsolescence and to promote the durability, repairability and maintenance of goods* (“Law 29”) was adopted as part of an effort to modernize consumer law in Quebec. It amends the *Consumer Protection Act*¹ (“CPA”) and is intended to better protect consumers in terms of the durability and repairability of goods.

The main changes brought about by Law 29 can be summarized as follows:

It introduces a legal warranty of good working order for certain commonly used new goods.

It enhances the legal warranty of availability of replacement parts and repair services for goods that require maintenance work.

Regarding additional warranties, it adds an obligation for merchants to inform consumers, before entering into a contract, of the existence and content of any legal warranty of good working order.

It prohibits marketing goods with planned obsolescence and using techniques that make it more difficult for consumers to maintain or repair goods.

These new measures have been gradually coming into force since October 5, 2023. The legal warranty of good working order will start to apply on October 5, 2026, marking the last phase of implementation².

1. The legal warranty of good working order

Under sections 38.1 and following of the CPA, certain new consumer goods will be covered by a warranty of good working order at the time of sale.

Entry into force and scope

The new warranty will come into force on **October 5, 2026**. It imposes a minimum period of good working order during which the merchant or manufacturer of a good will be bound to cover repair costs, including parts and labour³.

Exclusions

However, the following will not be covered by the warranty:

Normal maintenance and the resulting replacement of parts
Damage resulting from misuse by the consumer⁴.

Covered goods and duration of the warranty

The *Regulation respecting the application of the Consumer Protection Act*⁵ (the “Regulation”) determines which goods are covered and the duration of the warranty⁶ that applies to each good.

Here are some examples:

Range, refrigerator, freezer, air conditioner and heat pump: six years
Dishwasher, washing machine, dryer: five years
Television set: four years
Desktop computer, laptop, tablet, cell phone, video game console: three years

2. Display and disclosure obligations

Before a contract is entered into

For in-store sales, merchants will have to display the duration of the warranty of good working order applicable to the good near the good’s price⁷.

Also, before entering into a contract containing an additional warranty for goods already covered by the warranty of good working order, merchants will have to provide consumers with a notice informing them of the existence and scope of such warranty, in accordance with the requirements of sections 91.9 and 91.10 of the Regulation⁸.

After a contract has been entered into

After a sale, the merchant will have to provide the consumer with a written document outlining the legal warranty of good working order, including their obligations in the event of malfunction of the goods during the coverage period⁹.

Penalties

A merchant or manufacturer who fails to indicate the duration of the warranty near the sale price or fails to provide the associated document after the sale will be subject to a fine ranging from \$3,000 to \$75,000 (in the case of a legal person)¹⁰.

3. Our advice

With the legal warranty of good working order slated to come into force in fall 2026, manufacturers and merchants operating within Quebec should prepare to deal with the new warranty now, in particular by:

1. Identifying the goods that may be subject to the warranty
2. Confirming which minimal periods of good working order apply under the Regulation
3. Updating labels, in-store displays and information materials
4. Reviewing contractual and pre-contractual documentation, including documents provided during the sale of additional warranties, to incorporate the required notices

Given that the warranty will require covering certain repair costs, and that it will come with specific obligations regarding displays and consumer information, we highly recommend that you go through with the above analysis.

We are available to assist you with the implementation of measures to comply with the new requirements of Law 29, in particular by helping you identify affected products, reviewing your documentation and disclosures and providing advice on how to adapt your business practices.

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1. [Consumer Protection Act](#), CQLR c. P-40.1
 2. *Supra* note 1, s. 37
 3. *Id.*, s. 38.2.
 4. *Id.*, s. 38.3.
 5. *Regulation to amend the Regulation respecting the application of the Consumer Protection Act*, O.C. 1459-2025 (G.O. II), s. 1.
 6. [Regulation respecting the application of the Consumer Protection Act](#), CQLR, c. P-40.1, r. 3.
 7. *Id.*, s. 38.8.
 8. *Supra*, note 5, ss. 3 and 4.
 9. *Supra*, note 1, s. 38.9.
 10. *Supra*, note 1, s. 277.