

Québec makes sweeping changes to its French language laws

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On May 24, 2022, the Québec National Assembly, the provincial legislature, adopted Bill 96, *An Act respecting French, the official and common language of Québec*. Bill 96 is the most significant piece of legislation in respect of language rights to be passed in Québec since the initial adoption of the *Charter of the French Language* in 1977. Bill 96 brings significant changes to the use of the French language in the province, with new requirements and potential liability for a failure to comply with them.

New private right of action

Bill 96 makes a number of amendments to the *Charter of the French Language*, most of which came into force on June 1, 2022. It also affects other important legislation, most notably, the *Québec Charter of Human Rights and Freedoms*, which now stipulates that every person in Québec has a right to live in French to the extent provided for in the *Charter of the French Language*. This change to the *Charter of Human Rights and Freedoms* is undoubtedly one of the most noteworthy features of the recent reforms: for the first time, Québec residents and Québec businesses have the ability to initiate private legal actions against businesses that do not comply with the requirements of the *Charter of the French Language*. These private actions can result in damages, including punitive damages. In addition, the court can declare certain types of contracts to be unenforceable if they were not presented in French and can grant injunctive relief. The ability to seek punitive damages, in particular, gives rise to increased risk of class action litigation, as the standalone availability of punitive damages for a breach of the *Charter of the French Language* can facilitate such claims on behalf of broad classes of persons.

This is in stark contrast to the prior regime, in which aggrieved persons could only file an anonymous complaint to the Office québécois de la langue française, the regulator charged with enforcing the *Charter of the French Language*. The regulator had sole responsibility for any resulting enforcement action. In most cases, enforcement would not give rise to any monetary consequences. The introduction of private rights of action has now increased the regulatory burdens and the legal risks of doing business in Québec.

The *Charter of the French Language*, including the amendments made by Bill 96, applies to any business that carries on an activity for profit in the Province of Québec, regardless of whether that business has any establishment in the province. This means that merely selling products or services into the province from outside of the province creates a nexus to Québec to which the amended *Charter of the French Language* applies. Faced with the now increased legal jeopardy resulting from the new private action, some businesses have stopped selling products and services in Québec to avoid these language requirements and the associated risks of non-compliance.

New obligation to ‘inform and serve’ Québec clients

Aside from the new private right of action, Bill 96 introduced a new obligation to “inform and serve” Québec clients in French, which applies to both consumer and non-consumer clients. This obligation applies to all aspects of a client relationship, including advertising (including through websites and social media), contracting processes and invoicing, product packaging and documentation, and service and support functions. As a result, all organizations carrying on business in Québec must now have the ability to transact in French.

New requirements to provide contracts in French

In addition, Bill 96 introduces, as of June 1, 2023, new requirements for “contracts of adhesion,” which are contracts where the essential terms are non-negotiable. These include standard form contracts between customers and suppliers that are presented on a “take it or leave it” basis. In many cases where such a contract is sought to be entered into with a party in Québec, be they a consumer or non-consumer, the contract must be systematically provided at the outset in French, even if the parties choose to enter into the contract in English after having been presented with the French version. If the contract is not provided in French, the Québec party could seek to have all or part of the contract declared unenforceable.

This requirement applies to all consumer adhesion contracts, even where the provider of goods or services is located outside of the Province of Québec and does not have an establishment within the province. As such, this is likely to require extensive translation for many businesses who previously were not required to translate their documents into French. Importantly, however, this requirement does not apply where the Québec party is not a consumer and the provider or supplier is a business that does not have an establishment in Québec.

New restrictions on trademarks that are not in French

As of June 1, 2025, new restrictions on the use of trademarks that contain text in a language other than French will come into force. Pursuant to these restrictions, these types of trademarks will only be permitted on products and signage advertising if they are registered in Canada. This change will end the historical practice of holders being allowed to use such marks when a Canadian trademark registration had not been obtained. To use trademarks that contain generic or descriptive terms on products, the terms must now be translated into French on the product or on a medium permanently attached to the product.

Also coming into force in June 2025 are new standards for signage attached to premises in Québec that will require that French text accompany any non-French text in a registered trademark. Further, the French text must represent at least twice the surface area and double the font size of any non-French text.

New language rights for Québec employees

Bill 96 introduced several new rights for Québec-based employees that are now in force. These amendments are designed to ensure that employees are able to work in French. Job postings for Québec-based positions are required to be simultaneously published in the French language. All written components of the hiring process for Québec-based positions must be offered in French, including any offer of employment. Knowledge of a language other than French may only be required for a position where the

business has conducted a prescribed analysis to establish the actual need for such a requirement. The need for another language and the completion of the prescribed analysis must be publicly disclosed in the applicable job posting. Written communications with Québec employees, including written training materials, must be provided in French. Currently, these additional obligations apply to businesses with at least 50 employees in Québec, a threshold that will be reduced to 25 employees as of June 1, 2025.

Employees have also gained additional protections against discrimination and disciplinary measures related to their inability to work in a language other than French. These protections also include rights to seek redress from the Québec labour standards tribunal if employees feel their language rights are not respected in the workplace. Where contracts of employment are not provided in French, employees are entitled to have the offending obligations declared unenforceable. Among other things, this could put at risk non-compete and non-solicit undertakings, as well as intellectual property assignments.

These new obligations supplement several existing obligations that have not been modified, but in relation to which the compliance risk has markedly increased as a result of the new private right of action introduced by Bill 96. For any business selling products or services into Québec, assessing compliance with the *Charter of the French Language* has never been more important.

We are currently awaiting regulations relating to the modifications implemented by Bill 96, which may affect the above changes. To date, the first constitutional challenge to Bill 96, focused on the requirement to file proceedings in French before the Québec courts, has resulted in this particular requirement being stayed by the court as discussed in our [Osler Update from August 18, 2022](#). Also, the extent to which Bill 96 can be applied to Canadian federal undertakings will likely give rise to debate, especially considering parallel efforts by the Parliament of Canada to adopt legislation addressing language rights of Québec consumers and employees that are the subject of federal undertakings, as discussed in our [Osler Update from October 17, 2022](#).