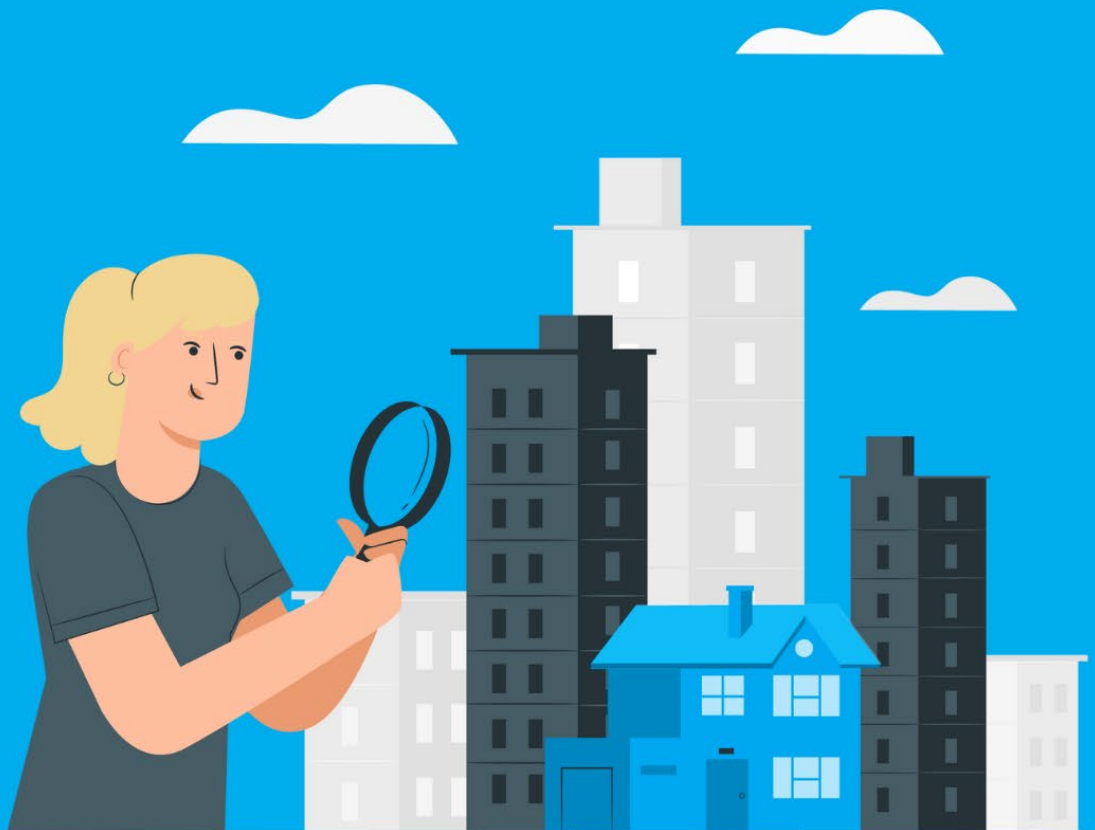
RGCQ
REGROUPEMENT DES GESTIONNAIRES ET COPROPRIÉTAIRES DU QUÉBEC

NEW CO-OWER'S GUIDE

2025 EDITION

Presented by the Regroupement des gestionnaires et copropriétaires du Québec – RGCQ



Foreword

Each year, like many others, numerous property owners choose to purchase a condominium unit. In doing so, they opt to live within a microsociety. This way of life offers several advantages, but it also comes with specific regulations designed to ensure that everyone can fully enjoy their rights.

This guide is intended to help you better understand the differences between being a homeowner and being a co-owner. It includes several definitions from the *Dictionnaire québécois de la copropriété* (Joli-Cœur, 2023) and is based on content from the Condolégal website as well as the expertise of Me Yves Joli-Cœur, Ad. E., and Me Yves Papineau, Ad. E., both lawyers specializing in divided co-ownership.

The 2025 update takes into account the many legislative changes introduced by Bill 16, which was adopted on December 5, 2019, and largely came into effect on January 10, 2020.

If you have any questions, do not hesitate to contact the Regroupement des gestionnaires et copropriétaires du Québec. We can put you in contact with our different partners.

We hope that you enjoy your reading!

NOTICE

The information contained in this guide is provided as a source of reference based on the legislation in effect at the time of publication. The content is general and for informational purposes only, and does not constitute legal advice. If you wish to obtain a legal opinion, you must consult a legal professional.

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WHAT IS A CO-OWNERSHIP?

What is a syndicate of co-ownership?

By definition, a syndicate of co-ownership (also referred to as a syndicate of co-owners) is a legal entity that represents all the owners of a building subject to the divided co-ownership regime. It is governed by the Civil Code of Québec (C.C.Q.) and is responsible for preserving the building, maintaining and managing the common areas, protecting the rights related to the building or the co-ownership, as well as handling all operations of common interest. It must also ensure that all necessary work for the upkeep and preservation of the building is carried out (Article 1039 of the C.C.Q.). The syndicate of co-ownership is the legal representative of the co-ownership. It is independent from its members (the co-owners), and its actions, in principle, bind only the syndicate itself. However, any court judgment ordering the syndicate to pay a sum of money is enforceable against the syndicate and against all those who were co-owners at the time the cause of action arose, in proportion to their share in the building.

For tax purposes, a syndicate of co-ownership is considered an enterprise under the Québec Taxation Act and a corporation eligible for non-profit organization status under the Canadian Income Tax Act. As such, it must file an annual tax return at both the provincial and federal levels within six months following the end of its fiscal year. It must also complete an annual update with the Québec Enterprise Register; failure to do so may result in penalties, including the revocation of its registration status. It is important to note that the syndicate of co-ownership does not own the building in its private capacity, nor does it own the common areas. The latter are the undivided property of all co-owners, based on each person's share.

NOTE

The syndicate has an absolute duty to ensure the preservation of the common portions. It may incur civil liability if a construction or design defect causes harm to co-owners or third parties, or if it fails to properly maintain these portions or fulfill its obligations—such as enforcing the declaration of co-ownership or preventing co-owners from undertaking unauthorized work.

The syndicate of co-owners is made up of two decision-making bodies, namely the board of directors and the general meeting of co-owners. The powers and responsibilities of these two entities are determined by law and by the declaration of co-ownership most often in the first section designated as the *Constitutive Act*.

[1] You can obtain a definition of the terms used in co-ownerships via several glossaries online.

Board of directors

The board of directors (composed of one or more directors) is the body responsible for managing the affairs of the syndicate and exercising all the powers necessary for the execution of its duties. These powers are generally listed, in part, in the first section of the Declaration of co-ownership (*Constitutive Act*). The board's primary duties are to ensure the conservation and the maintenance of the building, and that the co-owners, tenants or occupants of the building respect the declaration of co-ownership and its by-laws. Its roles and responsibilities are constant and are carried out regularly.

NOTE

If you wish to meet the director(s) of your co-ownership, you can contact them and schedule an informal meeting. This meeting can be an opportunity for you to clarify certain by-laws and/or to get involved in a project in your co-ownership.

The general meeting of co-owners

The general meeting of co-owners is the decision-making body that brings together the whole of the co-owners. It examines the questions which interest all the co-owners. It is notably consulted on, but not asked to vote upon, the adoption of the budget forecast prepared by the Board of directors, and is empowered to take certain decisions which relate to the co-ownership (for example, electing the board members and making amendments to the declaration of co-ownership). It exercises its powers within the framework of four types of general meetings: the Annual General Meeting (AGM), the Special General Meeting (SGM), the Special Transitional General Meeting (STGM) and the Make-up General Meeting (MGM).

The Annual General Meeting (AGM) is the most common type of meeting. It is held once a year, within six months following the end of the fiscal year. However, your declaration of co-ownership may set a shorter deadline. During this meeting, the board of directors presents its report on the past year, the financial statements, and the projected budget. The meeting also includes the election of a new board of directors. Other matters, such as amendments to the by-laws, may also be addressed at this time.

The Special General Meeting (SGM) is held between two annual general meetings. It is convened in urgent situations or when a vote is required on a specific matter.

The Transitional Special General Meeting (TSGM) takes place only once. It marks the end of the developer's provisional administration (or that of the "declarant" in the declaration of co-ownership). During this meeting, co-owners elect their first board of directors, which is generally composed solely of co-owners.

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[2] Please note that certain declarations of co-ownership reduce this period to 90 days, while others do not provide any specific delay at all.

Finally, the Make-up General Meeting (MGM) is convened following the adjournment of a previous meeting for which the agenda was not exhausted. This generally occurs when this previous meeting failed to reach a quorum.

Each co-owner present or represented at the meeting of the co-owners holds a certain number of votes. Their number of votes is established according to the relative value of their fraction (i.e.: their private portion and, sometimes, even their storage units or parking spaces if these are identified as such). To verify the number of votes you hold, please review the table of relative values which appears in the *Constituting Act* of your declaration of co-ownership. If there are more multiple owners of the same private portion, the syndicate needs to divide the number of votes belonging to each co-owner according to their respective shares, which will generally mean in equal parts, unless stated otherwise in the deed of sale.

NOTE

The relative value establishes the share of the property rights of each co-owner in the common portions, their contribution to the common expenses and the number of votes associated with their private portion.

In some cases, the CcQ provides adjustments to the number of votes. For instance, if you own more than one unit within the same co-ownership, your number of votes could be reduced in certain cases, notably in smaller co-ownerships.

HOW TO DISTINGUISH BETWEEN THE COMMON PORTIONS, PRIVATE PORTIONS AND COMMON PORTIONS FOR RESTRICTED USE?

Divided co-ownership separates the building into private portions, which are owned by a specific co-owner (or sometimes more than one) and are for the exclusive use of that co-owner, and common portions, which are intended for the use of all co-owners or, in some cases, for the use of certain co-owners only (see: common portions for restricted use).

Private portions

These are the fraction(s) of the building that you own and over which you have exclusive ownership rights. They are identified by their cadastral number in the section of the declaration of co-ownership dedicated to the description of fractions. These portions are physically identifiable through their cadastral designation. They may consist of an apartment, a parking space, a storage area, or a portion of land (in the case of a semi-detached house). In some cases, they may be commercial spaces or offices, such as in mixed-use co-ownerships.

Common portions

These are the parts of the building or land that are not private portions. They are owned collectively, in undivided co-ownership, by all the co-owners. By purchasing a private portion, you also acquire a share (an undivided ownership right) in the common portions, which you cannot dispose of separately from your private portion—only by selling your private portion. These common portions are described in the declaration of co-ownership, both in the section titled “constituting act of co-ownership” and in the “description of fractions” section with regard to their cadastral designation.

Common portions for restricted use

Common portions for restricted use are common portions that have the particularity of These are common portions that are designated for the exclusive use of certain co-owners, or sometimes just one. Article 1064 of the Civil Code of Québec (C.C.Q.) sets out specific rules for these common portions, particularly regarding the contribution to common expenses related to them. Common portions for restricted use are generally defined in the declaration of co-ownership (under the “constituting act” section). These portions may sometimes be allocated by the developer-seller, acting as the provisional administrator, or by the syndicate’s board of directors. Common examples of restricted-use common portions include balconies, walkways, patios, terraces, and windows of a private portion. Parking spaces and storage areas may also be designated as restricted-use common portions in the declaration of co-ownership.

NOTE

Usually, co-owners who have the exclusive use of certain common portions must bear alone the costs of maintenance and minor repairs resulting from them. The declaration of co-ownership may also provide for a different distribution of the co-owners’ contribution to the contingency fund for expenses related to major repairs and the replacement of these portions.

WHAT ARE THE CONTRIBUTIONS THAT YOU MUST PAY?

In addition to the costs you have paid for the purchase of your private portion, you must also pay your part of the annual costs for the management and maintenance of the building and the syndicate of co-ownership. For more information on payment procedures, you can examine your declaration of co-ownership or contact your board of directors.

NOTE

As of the sale, any unpaid common expenses by the seller become the responsibility of the new buyer and may be collected from them. This transfer of debt stems from Article 1069 of the Civil Code of Québec (C.C.Q.). Be very careful, as the notary’s liability may be engaged if the necessary verifications were not carried out beforehand, or if you were not informed of the debts you were assuming by acquiring a private portion.

Here are the different contributions to the expenses that you need to consider.

General common expenses and special assessments

As co-owners, you will be required to pay your share of the common expenses (commonly referred to as “condo fees”). Common expenses are used to cover the costs of administration, maintenance, improvement, or modification of the common portions. The relative value of your “fraction” (your private portion plus your share of the common portions) is used to determine your contribution.

There are also specific common expenses that arise from common portions for restricted use. In such cases, only the co-owners who use a restricted-use common portion are required to pay the costs of maintenance and minor repairs related to it (unless your declaration of co-ownership provides otherwise).

Finally, the syndicate of co-ownership may occasionally have to issue a call for special common expenses (commonly referred to as a “special assessment”). This occurs when expenses arise that were not anticipated in the projected budget (commonly called the “annual budget”). This type of call for funds is often related to work that the syndicate must undertake, either because the contingency fund cannot be used (due to the nature of the work) or because the fund is insufficient.

Common expenses relating to the contingency fund

You must also pay the common expenses related to the contingency fund. The contingency fund is used to cover major repairs and the replacement of common portions, whether they are for restricted use or not. The amount you must pay will be determined based on the relative value of your “fraction.” However, Articles 1064 and 1072 of the Civil Code of Québec (C.C.Q.) allow for a weighting adjustment with respect to common portions for restricted use. In some cases, your declaration of co-ownership may clearly state that you alone must pay the replacement costs of a restricted-use common portion, if you have exclusive enjoyment of it. In such a case, you will be responsible for the full cost of the replacement and repairs.

Common expenses relating to the self-insurance fund

This fund is reserved for the payment of the deductibles resulting from a syndicate of co-ownership’s insurance claim. The amount required in this fund is established according to the deductibles. The exact requirements for this fund are set by government regulation. Each co-owner contributes to the self-insurance fund in proportion to the relative value of their fraction.

Your role within the community as a co-owner

The simple act of purchasing a private portion ("condominium") in a divided co-ownership makes you automatically one of the syndicate's members. As a syndicate member, you have certain rights and responsibilities. A few are outlined below:

Property rights

As a co-owner, you hold a right of ownership over the private portion (the unit) that you purchase. These rights differ from your rights in the common portions. Having a property right in a private portion gives you three rights: the right of use and enjoyment (reside in and occupy your unit), the right to collect the fruits and revenues from your unit (collect rent), and the power to dispose of your unit fully and freely (sell your unit, mortgage it, or even have some work done[3]). However, your property rights are subject to regulations or limitations found within your declaration of co-ownership. For example, your declaration of co-ownership may limit the right to exercise a professional activity in your unit. It can also state rental conditions.

Voting rights at the meeting of co-owners

As a co-owner, you have the power to exercise your voting right at co-owners' meetings. If you cannot be present, you have the right to issue a written proxy to a third party of your choice (this person may be someone who is not a co-owner). Remember that if more than one person owns your unit, each owner (referred to as an undivided co-owner) holds a share of the voting rights (generally divided equally, unless otherwise provided in the deed of acquisition). If one of the co-owners is absent, the other is presumed to have recovered their votes, unless a written proxy has been issued to a representative or the absent undivided co-owner has indicated their refusal to be represented (Art. 1090 C.C.Q.

NOTE

Caution: according to Article 1094 of the Civil Code of Québec (C.C.Q.), your voting right is suspended if you are more than three months behind in the payment of your common expenses. In such a case, you will not be allowed to vote at a co-owners' meeting unless you pay the full amount owed before the meeting is held.

The meetings of co-owners are the opportunity to make your voice heard. Remember that you must comply with the decisions made during these meetings, whether you are present or not, and regardless of whether or not you are in agreement with these decisions.

[3] Be careful, as certain work requires the approval of the syndicate of co-ownership.

Right to sit on the board of directors

As a co-owner, you may submit your candidacy to serve as a director of your syndicate of co-ownership. For more information on the roles and responsibilities of directors, refer to the book Administrateur de Condo : tout ce qu'il faut savoir (Me Yves Papineau and Me Philippe Gagnon-Marin, Éditions Wilson & Lafleur, 2022).

While many decisions must be made by the co-owners, certain important decisions are made solely by the board of directors. Submitting your candidacy for the position of director will allow you to take part in these important decisions and to help ensure the long-term viability of your syndicate of co-ownership. Of course, to be eligible and remain so, you must not be in default of payment of your share of common expenses for more than three months (Article 1086 of the C.C.Q.).

NOTE

Do not forget that the presence of a board of directors is mandatory. It is the case for all syndicates of co-ownership, even small ones! If no one wishes to become a board member, the syndicate of co-owners may submit a request to the Court to appoint or replace one or more administrators and to fix the conditions of their charge. Generally, the designated person(s) will require payment.

PURCHASING A CONDOMINIUM

New construction

Role of the provisional administrator

When a co-ownership is created, the declaration of co-ownership generally provides for the appointment of a provisional administrator (usually the developer, who appoints themselves), who exercises the functions of the board of directors until the co-owners' meeting elects its first board of directors.

Duties and obligations of the provisional administrator

The provisional administrator has the same powers as any other director of a co-ownership, and they are also subject to the same responsibilities.

They must at least:

- Register the syndicate with the *Registraire des entreprises du Québec* (within 60 days of the publication of the declaration of co-ownership at the *Registre foncier*);

- Enforce the declaration of co-ownership;
- Ensure the administrative and financial management of the co-ownership;
- Prepare the budget forecast for the co-ownership;
- Open a bank account in the name of the syndicate of co-ownership;
- Collect the condo fees and contributions to the contingency fund and the self-insurance fund on behalf of the syndicate (and not on behalf of the developer);
- Subscribe the syndicate to an insurance policy covering the building (on behalf of the syndicate);
- To do so, obtain an evaluation of the reconstruction value of the building;
- Subscribe the syndicate to a liability insurance (on behalf of the syndicate);
- Establish the agenda for the Special Transitional General Meeting (STGM), during which they must report on their administration;
- Submit to the syndicate of co-ownership the documents required by law (article 1106.1 CcQ) within 30 days following the special transitional meeting (Special Transitional General Meeting).

The Special Transitional General Meeting (STGM)

The provisional administrator is required to convene the Special Transitional General Meeting (STGM) within 90 days of the developer no longer holding a majority of the shares. At the start of the meeting, the co-owners must elect a new board of directors.

According to article 1104 CcQ, if the transition meeting is not convened within the proper delay, any co-owner may convene it.

Accountability

During the special meeting, the provisional administrator must report on their administration by presenting financial statements, which will be read by an accountant. The accountant can check for any irregularities.

This report allows the co-owners to:

- obtain detailed information on the financial situation of the syndicate;
- limit the risks of abuse on behalf of the developer with regards to the administration and management of the co-ownership.

The Guarantee Plan for New Residential Buildings

This mandatory plan is administered by the Garantie de construction résidentielle (GCR) and covers co-owned buildings with no more than 4 superimposed private portions (not 4 storeys), excluding parking spaces or storage units. This warranty does not cover buildings converted into divided co-ownerships, as they are not, strictly speaking, considered “new.”

If you have purchased a building covered by this mandatory plan, you automatically benefit from its coverage. This cover provides you with down payment protection (up to a certain limit), as well as protection against construction defects.

The warranties vary depending on whether they apply before, at the time of, or after the acceptance of the private portion or the common portions.

Before the acceptance of the building:

The compulsory plan offers partial refund of the payments you have made if the building has not been delivered or if the work has not been completed. These reimbursements are subject to maximum compensations. Relocation, moving and/or storage fees may also be covered.

During the acceptance of the building:

During the acceptance of the building relating to the private portions (undertaken by each co-owner) or the common portions (undertaken by the syndicate of co-ownership), the compulsory plan covers apparent defects or poor workmanship. The completion of work in the common portions must be reported in writing by a building professional.

After the acceptance of the building:

After the acceptance of the private portions (by each co-owner) or the common portions (by the syndicate of co-ownership), the compulsory plan covers faulty design, construction, or production, or the unfavourable nature of the ground for up to five years following the end of the work. It covers existing but non-apparent poor workmanship at the time of the acceptance for a period of one year (provided that they were reported within a reasonable amount of time). Latent defects are also covered for a period of three years after acceptance of the building (again provided that they are reported within a reasonable amount of time).

NOTE

The developer must provide you with a signed copy of the warranty contract belonging to your private portion. This contract must be dated, include the words "Approved by the Régie du bâtiment du Québec" and identify the RBQ's decision number.

For more information on warranty plans for new residential buildings, visit the GCR's website at https://www.garantiegcr.com/en/ or the Régie du bâtiment du Québec at https://www.garantie.gouv.qc.ca/en.html.

Optional warranty plans

This type of warranty applies to co-ownerships with 5 or more superimposed units (excluding parking spaces or storage units), as well as buildings converted into co-ownerships. These optional warranty plans are offered by non-governmental organizations. Their protections differ significantly from those of the mandatory warranty plan and vary from one provider to another—so it is especially important to carefully read the terms and conditions governing the application and implementation of the protections they offer.

Protections offered by optional warranty plans

Optional warranty plans can generally ensure a portion of the down payments paid, the correction of apparent defects and the completion of work. Some protection is also offered for latent and construction defects.

Claim period

The time limits for claims begin to run either from the acceptance of the building (for hidden defects or poor workmanship) or from the completion of the work (for design or construction defects, or soil defects). However, during its first year of existence, the syndicate is generally under the management of a provisional administrator. To avoid unpleasant surprises, you must pay close attention to these deadlines. It is also in your best interest to consult a lawyer if you have any doubts about the time limits or the steps to take.

Legal recourse against construction and latent defects

First of all, it is important to distinguish between a construction defect and a latent defect. A latent defect is a construction flaw that harms the building. Had the buyer known about it, they could have decided not to submit a purchase offer or could have adjusted the sale price. It is not apparent at the time of the sale, but it is still present.

The syndicate of co-ownership is responsible for the maintenance and management of the building. With your permission, it may also initiate legal proceedings for a latent defect affecting your private portion against the seller. Be careful, however—the latent defect must be reported to the seller within a "reasonable" time frame (generally a maximum of 6 months). After that, you (or the syndicate) have three years to take legal action.

The construction defect is a serious flaw that affects the building. Often, this type of defect engages the liability of the contractors, architects, engineers, or subcontractors responsible for the project. Several remedies are available. For more information, it is preferable to contact a lawyer.

WHAT IS A CONTINGENCY FUND STUDY?

The syndicate of co-ownership has a legal obligation to establish a contingency fund, based on the estimated cost of major repairs and the cost of replacing the common portions (Article 1071 of the Civil Code of Québec). Its purpose is to gradually accumulate the funds necessary to carry out these replacements or repairs when such major work becomes necessary. The amounts accumulated offset the wear and tear of the building and the cost of these essential major repairs.

A contingency fund study makes it possible to determine the amount that should be contributed through common expenses, in order to ensure that the syndicate has the necessary funds for the work.

The contingency fund study is based on the inventory of building components found in the maintenance log. This inventory must estimate the useful life of all these components. The contingency fund study then makes an economic projection based on the replacement values of these components, in order to determine the contributions needed to keep the contingency fund sufficiently funded to cover these expenses when they arise.

NOTE

With the amendments to the Civil Code of Québec introduced by Bill 16, the developer is required to carry out a contingency fund study as well as a maintenance log. They must also provide the syndicate of co-ownership with plans and specifications and a description of the private portions (reference unit). Other documents may be added by government regulation.

INSURANCE

What should I insure?

As the owner of a private portion in a divided co-ownership, you also own a share ("quota-share") of the common portions. The amount you will have to pay for the syndicate's insurance coverage is calculated based on the relative value of your "fraction" (your unit plus this quota-share). This amount is included in your common expenses. You therefore contribute to the syndicate's insurance through the payment of your "condo fees."

Your syndicate of co-ownership must insure the entire building—that is, both the common portions and the private portions, except for improvements made to the latter by co-owners. You must therefore personally insure any improvements you make, or those made by your seller or their predecessors to your private portion, as well as your movable property.

The law provides that one is liable for damages caused by one's own actions, by the fault of another person, or by things under one's care (Article 1457 of the Civil Code of Québec). You must therefore also purchase civil liability insurance (Article 1064.1 of the Civil Code of Québec) to protect yourself from the consequences of your own harmful actions or those of individuals occupying your unit—for example, damage you may cause to the building, whether to common portions or to private portions belonging to other co-owners. This insurance also includes coverage for bodily or moral damages suffered by third parties.

How do I determine the coverage for my liability insurance?

The Regulation makes a distinction between co-owners residing in a building with fewer than thirteen fractions used as dwellings or for carrying out commercial activities (i.e.: commercial units), and the others. Please note that this calculation excludes privately owned fractions that do not correspond to dwellings or commercial units (i.e.: parking or storage spaces). Each of the co-owners residing in a building with fewer than thirteen fractions (calculated according to the above criteria) must have a minimum liability insurance coverage of one million dollars. If the building has thirteen fractions or more (calculated using the same criteria), the required coverage must be at least two million dollars.

If you rent your private portion to a tenant, the tenant should also acquire a personal property and liability insurance. The majority of declarations of co-ownership also contain a by-law to this effect.

Contribution to the self-insurance fund

As previously mentioned, you must also contribute to the self-insurance fund that the syndicate is required to establish and maintain, in order to cover the amount of the highest deductible subscribed by the syndicate (excluding deductibles for earthquakes and floods).

NOTE

The majority of declarations of co-ownership require that the co-owners subscribe to a civil liability insurance, a property insurance, and insurance for improvements made to their private portion.

There are also additional guarantees for insufficiency and/or absence of a syndicate insurance. This ensures that a co-owner's personal insurer reimburses them, in whole or in part, the sums they would have paid in the form of a special assessment.

IMPORTANT DOCUMENTS

The syndicate of co-ownership has custody of several important documents, including those listing the by-laws adopted by the co-ownership. These documents are part of the co-ownership's records and must be made available to the co-owners (Articles 1070 and 1070.1 of the Civil Code of Québec).

Declaration of co-ownership

The declaration of co-ownership is a notarized act that is published in the Land Register of Quebec. Its primary objective is to subject an immovable to the regime of divided co-ownership. It highlights:

- The rules governing the operational and organizational structure of the co-ownership;
- The rights and obligations of the co-owners and the syndicate of co-owners.

It is divided into three sections: the constituting act of co-ownership ("first part"), the building by-laws ("second part"), and the description of the fractions ("third part"). This document is part of the co-ownership's register and must be made available to everyone. Each co-owner has the right to request a copy or access to the document, in accordance with the syndicate's regulations or the provisions of the law.

Initial declaration of co-ownership

Concomitant declaration of co-ownership

A concomitant declaration of co-ownership, also known as the "declaration of vertical co-ownership syndicate," is a declaration of co-ownership published on one of the private portions of the initial co-ownership, in a phased co-ownership context. The co-ownership resulting from this concomitant declaration is legally autonomous from the other

concomitant co-ownerships, both in the management and maintenance of its building. However, it remains included within the initial co-ownership. This type of co-ownership may be vertical (residential tower) or horizontal (a group of townhouses).

By-laws of the immovable

This is the second part of the declaration of co-ownership, the purpose of which is to govern the rules of life in co-ownership. It contains the by-laws concerning the enjoyment, use, and maintenance of the private and common portions. The building by-laws also include the rules regarding the operation and administration of the co-ownership, the holding of co-owners' meetings, as well as the procedure for assessing and collecting contributions to common expenses.

WORK IN CO-OWNERSHIPS

What type of work can be done in a private portion without the authorization of the syndicate?

As previously mentioned, you possess a right of enjoyment in your property. However, your neighbors also have this right in their properties. That is why certain work in co-ownerships cannot be done without obtaining the agreement of the syndicate or the board of directors. If in doubt, check your declaration of co-ownership.

Here are some examples of the types of work you can usually undertake in your private portion that do not require permission:

• New paint;

• Installation of wallpaper;

• Carpet installation or replacement[4];

• Installation of a light fixture.

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[4] Be careful, if you want to modify your flooring, for example replacing carpeting by laminate floors, you must verify your declaration of co-ownership and submit your renovation projects to the board of directors. If done incorrectly, removing a carpet can modify the acoustics of the unit and result in noise issues.

NOTE

Work carried out in the absence of authorization from the board of directors or the general meeting of co-owners may be sanctioned. The Court may order the destruction of the constructions and require that you restore the premises to their original state at your own expense.

What types of work require authorization from the syndicate?

Most work projects must be submitted for approval to the board of directors. This allows them to ensure that the work will respect the declaration of co-ownership, the development and construction standards in force, will not infringe upon the rights of other co-owners, will not affect the common portions of the building, will be subject to the appropriate decision-making process, and will respect the decisions made by the general meeting of co-owners (when the latter has to authorize such work). This also makes it possible to maintain a complete file related to your private portion.

Your declaration of co-owners will indicate what you must provide in your request. Usually, you are required to submit a plan, the list of materials you will use and the list of contractors (and their contact information) that will participate in your projects.

Your work cannot be carried out in the common portions (this includes the common portions for restricted use) without the authorization of the general meeting of the co-owners.

Here is a non-exhaustive list of work projects for which you must obtain the general meeting's approval:

• When you encroach upon the common portions of the building (i.e. the construction of a shed);

• When you transform the common portions (i.e.: installing a terrace out back);

• When you wish to appropriate a section of the common portions (i.e.: work done in the attic)[5];

• When you wish to modify a common area for restricted use (i.e.: enlarging a roof terrace);

• When your work affects the structural integrity of the building (i.e.: removing a load-bearing wall from your unit);

• When your work affects the common portions (i.e.: repainting the stairwell, creating an opening in a common wall

[5] Remember that this also requires an amendment to the declaration of co-ownership, and possibly a modification of the cadastral plan and the relative value of your fraction.

• When your work affects the soundproofing of the building (i.e.: installing new flooring)[6].

Syndicate's work in the private portions

The syndicate may have to undertake some work in your private portions to ensure the building's maintenance. It is also possible for the syndicate to require passage through your unit to access a work area (for example, to access plumbing installations or balconies at a greater height). This right is subject to certain limitations. Firstly, the occupants of the private unit must be notified by the syndicate, ideally in writing, of the date of the work. The same is true for occupying tenants. The exception to this is for urgent work of an unpredictable nature (for example a broken pipe). In this case, the syndicate must have immediate access.

In order to prevent the delay of important work, article 1066 of the CcQ provides that no co-owner may interfere with the execution, even inside their private portion, of work required for the preservation of the building decided upon by the syndicate or urgent work. This obligation applies to co-owners as well as to occupants and tenants.

During an emergency, if no one is on site and the syndicate must enter your unit, it is preferable for them to have a duplicate of your key. That is the reason why the majority of declarations of co-ownership have a by-law which obliges co-owners to provide a duplicate of their key to the board of directors or the property manager. In the event that a co-owner does not provide a key to the syndicate, and the latter must force an entry, the co-owner may be held liable for the costs of repair.

Please note that if the syndicate must have access to your private portion at a time where it is being rented, the syndicate must submit the notices provided for in articles 1922 and 1931 of the CcQ to your tenants relating to improvements and the work being done (with the exclusion of emergency work).

CO-OWNERSHIP RENTALS

Provincial regulations relating to the rental of co-ownerships in Quebec

If you wish to rent your unit, you must first consult your declaration of co-ownership and the by-laws regarding the rental conditions in your building (i.e.: duration, type, etc.). You will also need to familiarize yourself with the following provisions:

• Before entering into a lease, the landlord must give to the tenant a copy of the by-laws of the immovable that contain the rules for the enjoyment, use and maintenance of the

[6] Your declaration of co-ownership could say otherwise. If so, please follow the directions in your declaration of co-ownership.

dwellings and of the common portions. The by-laws form part of the lease (article 1894 of the CcQ);

• The by-laws of the immovable are binding on the tenant, or the occupant of a private unit, and may be set up against them as soon as a copy of the by-laws or the amendments made have been given by the co-owner or the syndicate (article 1057 of the CcQ);

• Any co-owner who rents their private portion must notify the syndicate within 15 days and specify the name of the tenant, the terms of the lease, and the date on which the tenant received a copy of the by-laws (article 1065 of the CcQ);

• The syndicate must keep a register containing the name and mailing address of each co-owner that it keeps at the disposal of the co-owners. However, this register can also contain personal information concerning a co-owner or another occupant of the immovable if they expressly consent (article 1070 of the CcQ);

• After notifying the tenant and the co-owner, the syndicate may demand the termination of the lease of a private portion, where the non-performance of an obligation by the tenant causes serious injury to a co-owner or to another occupant of the building (article 1079 of the CcQ).

Remember, you must ensure that the use you make of your private portion is in accordance with the destination of the immovable and the by-laws of the building.

NOTE

The Ministry of Tourism has adopted a regulation that requires all co-owners who are renting their private portion on a short-term basis (example: Airbnb) to obtain, among other things, written authorization from their syndicate of co-ownership.

By-laws of the immovable and renting your of co-ownership

In general, you have the right to rent your private unit as long as the destination of the immovable is respected. On the other hand, the courts recognize that it is legitimate for the declaration of co-ownership to regulate this right. Several co-ownerships have adopted by-laws which prohibit short-term rentals and the transformation of a unit into a rooming house. However, to be valid, these restrictions must be justified by the destination of the immovable.

In all cases, co-owners who rent their private portions retain their rights and obligations. Therefore, they have the right to vote during the meetings of the co-owners and the obligation to pay their common expenses. They are also accountable for the actions and damages caused by their tenants. However, they can no longer enjoy the common portions (for example, use of the pool), since these rights have been transferred to the tenant.

If in doubt, what should I do?

In case of doubt, consult a notary or a lawyer specialized in co-ownership. These professionals can guide you in interpreting your declaration of co-ownership and your building by-laws.

For more information on co-ownerships, consult the following publications [in French]:

- *Administrateur de condo : tout ce qu'il faut savoir, 2e édition* (Me Yves Papineau et Me Philippe Gagnon-Marin, 2022).
- *Le condo : tout ce qu'il faut savoir, 2e édition* (Me Yves Joli-Cœur et Me Yves Papineau, 2021).
- *Travaux en condo : tout ce qu'il faut savoir, 2e édition* (Me Yves Joli-Cœur, 2023)
- *L'assurance condo : tout ce qu'il faut savoir, 2e édition* (Me Yves Joli-Cœur, 2021).
- *Achat et vente d'un condo : tout ce qu'il faut savoir, 2e édition* (Me Yves Joli-Cœur, 2022).
- Les charges de copropriété et leur recouvrement, 2e édition (Me Yves Papineau et Me Maxime Laflamme-Leblond, 2022)
- Guide de procédure et de fonctionnement des assemblées des copropriétaires, 3e édition (Me Christine Gagnon et Me Yves Papineau, 2021)

Rédaction par Me Yves Papineau et Me Joli-Cœur
"La mise à jour de 2025 a été révisée par Monsieur Richard LeCouffe et tient notamment compte des dernières réglementations en vigueur. "

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