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Election of Domicile in Quebec: Definition and Legal Use

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Published by 2727 Coworking · 2026-05-15 · election of domicile · quebec law · civil code of quebec · legal domicile · commercial contracts · legal service · article 83 ccq

Original article: <https://2727coworking.com/articles/election-domicile-quebec-definition-legal-use>

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Election of domicile in Quebec: definition, legal use and addresses for businesses and individuals

Executive summary

An “election of domicile” in Quebec is a contractual mechanism that allows parties to designate, in writing, a specific place (an address) where formalities relating to the performance of a juridical act or the exercise of rights arising from it will be validly carried out (www.legisquebec.gouv.qc.ca). Under article 83 of the Civil Code

of Québec (C.C.Q.), **election of domicile is not presumed**: it has legal effects only if it is expressly provided for in writing in a contract or another juridical act (www.legisquebec.gouv.qc.ca). This mechanism is frequently used in commercial contracts ([leases](#), franchise agreements, service agreements, etc.) to establish a reference address (generally the head office of one of the parties) to facilitate service of documents (e.g. a summons or formal notice), even if the actual residence subsequently changes.

The report first details the legal framework for domicile under Quebec law (principal domicile, residence, change of domicile), then defines election of domicile and its conditions of validity. It then examines specific uses of election of domicile for businesses (particularly the use of head offices as elected addresses) and individuals (various contracts), as well as the legal effects of such a clause (the validity of notices and connections with jurisdiction clauses, for example). Several case studies drawn from Quebec case law illustrate the constraints on its application – for example, the precision and fixed nature required of the clause (canliiconnects.org) and its limits in relation to the rules of civil procedure (the obligation to provide security for legal costs despite an election-of-domicile clause (canliiconnects.org)). Finally, the report discusses current and future implications, including the issue of digital contracts and the growing use of [business address services](#) to facilitate commercial exchanges in a globalized environment.

Background and definitions of domicile

“Legal” and “actual” domicile under Quebec law

Before analysing contractual election of domicile, it is necessary to understand the general concept of *domicile* under Quebec law. The Civil Code of Québec states that **“the domicile of a person, for the exercise of his civil rights, is at the place of his principal establishment”** (droitimmobilier.ca). In other words, a natural person’s *actual* domicile is generally their principal place of residence, the place where they normally live and maintain their social life. This definition also appears in article 75 C.C.Q. (the statutory provision) and is clarified by case law: domicile reflects the **person’s intention** to make a place their principal establishment and corresponds to the place where they can be found (droitimmobilier.ca) (droitimmobilier.ca).

Domicile must be distinguished from *residence*. Under article 77 C.C.Q., residence is the place where a person ordinarily lives, without requiring an intention to make that place their principal establishment (droitimmobilier.ca). For example, a person may have several residences (summer, winter, etc.), but only one domicile, which will generally be their chosen principal residence. In the absence of an obvious domicile, article 78 C.C.Q. provides that a person is deemed to be domiciled at their habitual residence (and, in the absence of any other indication, at their last known domicile) (droitimmobilier.ca). This distinction is crucial in Quebec civil law: while residence is a matter of “fact” (a factual concept, a place where someone lives), domicile involves intention and determines civil rights.

In practical terms, for a **business** (legal person), the concept of domicile corresponds to its **head office**. When registering in the [Quebec enterprise register](#), every company must declare its head office address, which serves as its legal domicile for the exercise of its rights and for service of a summons (droitimmobilier.ca) (droit.co). Branches or secondary offices do not change the business’s legal domicile, but the business may nevertheless designate a branch address as its “elected domicile” in a contractual clause for service of documents relating to that contract.

For a **natural person**, domicile generally corresponds to a **personal address** (the family home, for example). However, this “lifelong” understanding of domicile can be modified by a contractual election-of-domicile clause: a tenant or self-employed professional could agree to choose a specific place (for example, the landlord’s premises or the professional’s office) as the address for the performance of an agreement.

In summary, **legal domicile** derives from the Civil Code (the place of the principal establishment) and remains the foundation of legal personality, while **elected domicile** is a contractual creation provided for in article 83 C.C.Q. that allows parties to depart from the default address for certain formalities (we return to this below).

Election of domicile: legal definition

Legal framework under the Civil Code

The rules governing election of domicile are set out in article 83 of the Civil Code of Québec. Under this article, **“the parties to a juridical act may, in writing, elect a domicile with a view to the performance of the act or the exercise of the rights arising from it”** (www.legisquebec.gouv.qc.ca). In plain terms, this is a contractual (or statutory) clause through which the parties agree that a specific address will be considered their domicile for the purposes of the contract. The article expressly provides that this election must be **recorded in writing** and that *“it is not presumed”*. In other words, without an express clause, the general Civil Code rules on domicile apply (article 75 C.C.Q.), and a party cannot be presumed to have elected a domicile without written proof. (www.legisquebec.gouv.qc.ca)

This provision codifies the *parties’ wishes* regarding the choice of an address. It is partly similar to the French concept of “election of domicile”, although the context differs. In the current French Civil Code, article 102 distinguishes the domicile of French citizens (the place of their principal establishment) and provides that, for a person without a stable domicile, the place where civil rights are exercised is the place where they have elected a domicile (under the conditions set out in other provisions) (www.legifrance.gouv.fr). In Quebec, the approach is broader: any party may designate an elected domicile in the same act that creates or governs their rights, without first having to be “without a stable domicile”.

The **scope of application** of such an election of domicile is the “performance of the act” or the “exercise of the rights arising from it” (www.legisquebec.gouv.qc.ca). In practice, this often means two things: first, official documents (service of proceedings, formal notices, notices, etc.) relating to the contract must legally be sent to the elected address, which becomes binding on the parties; second, in the event of a dispute, the courts may consider that this place falls within the territorial jurisdiction established by the elected domicile (when a district is specified, for example). However, election of domicile **is not precisely the same as a jurisdiction clause (forum selection clause)**, although the two are often related (canliiconnects.org) (gm-avocats.com). Election of domicile designates a place for formalities, while a jurisdiction clause goes further by requiring that a particular court have jurisdiction to hear the dispute. Some clauses combine both effects (election of domicile and forum selection) to reinforce their scope (see the Case law treatment section below).

In terms of formal requirements, the sources confirm that article 83 clearly requires a written document. For example, a specialist article states: *“The parties elect domicile, in writing, at their respective head offices... Any change must be notified by registered letter to be binding on the other party.”* (droit.co). The wording of the

Code also specifies that “*election of domicile is not presumed*” (www.legisquebec.gouv.qc.ca), meaning that a person cannot claim to have tacitly elected domicile somewhere without an express clause. It follows that, to be valid and binding, an election of domicile must meet the following requirements (we detail each point later):

- **Mandatory written form:** the election must appear in a contractual document or an official written document (article 83). It does not take effect by operation of law without a written document.
- **Clear designation of the place:** the clause must expressly identify the chosen place (at least a judicial district, ideally a precise civic address) (canliiconnects.org).
- **No unilateral changes:** the clause must not allow one party alone to change the elected domicile afterwards (canliiconnects.org). In practice, it is often stipulated that a subsequent change must be served on the other party in writing (by registered mail) to be binding.
- **No supplementary effect:** the election cannot impair mandatory rights (e.g. the obligation for a foreign plaintiff to provide security for costs (canliiconnects.org)).
- **Parties with capacity:** generally between persons with legal capacity (merchants, companies, adult individuals, etc.) to enter into contracts.

The points above stem from both the law and judicial interpretation. For example, the Court stresses that the clause must involve a “*choice of a precise and definite place*” (canliiconnects.org) and that “*one party cannot be left free to change [their] election of domicile at will*” (canliiconnects.org). Moreover, to be valid, the clause must at least specify an identifiable territorial division (a judicial district in Quebec), and the address must be “clear and precise” (canliiconnects.org). These requirements are intended to limit ambiguity: a vague clause (e.g. where the parties elect domicile “at their lawyer’s office”, without specifying which one) would be problematic.

Distinction between domiciles and forum selection

Finally, it is important to distinguish election of domicile, the subject of article 83 C.C.Q., from the **jurisdiction clause** (or “forum selection clause”) frequently encountered in commercial contract law. While an election of domicile mainly concerns the address for service, a forum selection clause chooses the court with jurisdiction (and is governed by article 3148 C.C.Q. for contracts entered into in Quebec (canliiconnects.org)). Quebec courts also clarify that these two concepts, although often confused in everyday language, are not strictly identical (canliiconnects.org) (gm-avocats.com). Nevertheless, in legal practice, a well-drafted election-of-domicile clause (expressly mentioning a judicial district) is often considered to serve as a jurisdiction clause for territorial purposes (gm-avocats.com), unless it formally waives that effect. Thus, election of domicile can serve a dual purpose: ensuring the validity of notices at the chosen place and, if expressed as a district, establishing de facto the competent jurisdiction by referring to that place (gm-avocats.com).

Legal use and practical implications

Effects on service of legal documents

Essentially, the primary purpose of election of domicile is to establish an address for **service** of documents (statutory, contractual or procedural). Notification formalities (summons, formal notices, notices, etc.) carried out at the elected address are deemed valid and binding on the parties, as though they had been carried out at

their “domicile”. In practice, this means that if one party moves after the contract is concluded, the receiving party cannot evade service simply by having moved their residence outside Quebec. A lawyer puts this in concrete terms: *“formalities carried out at the place specified in the clause (service, notifications, formal notices...) will be valid and binding on the other party... even in the event of a move.”* (gm-avocats.com). In other words, the elected domicile becomes the “reliable” legal address to which all official correspondence must be sent. This stability is often sought in long-term contracts or multiple business relationships: for example, in a franchise agreement, the franchisor may elect domicile at its company’s head office and require the franchisee to elect domicile at its head office or place of business (gm-avocats.com).

In civil and commercial matters, this rule ensures legal certainty in exchanges: it clarifies the official point of contact between parties, avoids a proliferation of addresses and speeds up certification of proceedings. The courts recognize that an election-of-domicile clause facilitates procedural steps: *“For the performance of all formalities relating to the franchise agreement... formalities carried out at the place specified in the clause (service, notifications, formal notices...) will be valid... even in the event of a move”* (gm-avocats.com). Specifically, when a creditor has a formal notice served at a debtor’s “elected domicile”, this notification is legally considered to have been made at the debtor’s domicile (with all associated legal effects), even if the debtor now lives elsewhere.

Jurisdiction clause and civil procedure

As indicated, election of domicile also affects territorial jurisdiction when the elected place expressly includes a judicial district. For example, a clause stating that *“any dispute will be brought before the courts of district X”* (often confused with “election of domicile in district X”) legally requires the parties to bring proceedings before the courts of the designated district (gm-avocats.com). In this case (equivalent to a forum selection clause), the judge with jurisdiction will be the judge of the elected place, unless there is an express waiver or contrary public order provisions. Legal commentary also points out that, in a franchise or business agreement, an election-of-domicile clause is often treated as a clause assigning territorial jurisdiction (gm-avocats.com). Thus, in the event of a dispute, the parties will in principle have to pursue the matter in the court of the other party’s elected domicile.

A practical case illustrated the limits of this principle in the context of civil procedure in Quebec. In **IE Liquidation inc. c. Litostroj Hydro inc.** (2010 QCCS 4548), the parties had agreed that any dispute would be brought before the courts of Montreal (forum selection/election of domicile in the contractual sense). The plaintiff, a foreign company, nevertheless filed an application to avoid providing security for legal costs (mandatory under art. 65 C.p.c. for a party not domiciled in Quebec). It argued that the “election of domicile” in Montreal should be characterized as the equivalent of a Quebec domicile. The Superior Court rejected this argument: the forum selection clause does not change the fact that the plaintiff does not have its head office in Quebec; it merely refers to Quebec law (canliiconnects.org). Consequently, the obligation to provide security remained in force. The Court thus stressed that contractual election of domicile does not create a “fiction of domicile” in Quebec to circumvent the rules of civil procedure (canliiconnects.org). The conclusion is that **election of domicile alone does not, in itself, exempt a party from a procedural obligation based on actual domicile.**

Compliance and grounds for nullity

A poorly drafted election-of-domicile clause may be declared invalid or inapplicable. Quebec courts have emphasized two main criteria:

- **Specificity of the chosen place:** The clause must precisely designate a definite place (canliiconnects.org). In *IPL inc. c. Hübler* (2014 QCCS 5892), the Superior Court invalidated an election-of-domicile clause that referred only to the district of Montmagny (a judicial district) while also tying it to the seller's head office. The reason was that, by using a variable criterion (the seller's head office), the address remained unfixed and changed with the seller's head office. Justice Tessier Couture recalled that, at a minimum, a judicial district had to be specified precisely and that the "address must be clear and precise" (canliiconnects.org). In other words, the clause must provide an understandable place (e.g. "the court of district X located at address Y, City Z"), rather than a general formula. The legal commentary indeed notes that "the election-of-domicile clause must specify at least a judicial district, and the address must be clear and precise and include the full name of the locality." (canliiconnects.org). Otherwise, the clause is considered too ambiguous and is not deemed applicable.
- **Immutability and predictability:** The clause cannot give one party the right to unilaterally change the elected place at any time. As case law recalled (quoting Justice Gendreau), "*domicile is much more than a mailing address: it must at least be that*" and "One party cannot be left free to change their election of domicile at will." (canliiconnects.org)*. In other words, if a change of elected domicile is to be permitted, a valid clause must provide that the change be formally notified to the other party (for example, by registered letter) to be binding. This requirement also appears in standard contract templates (droit.co). Without such a proviso, the clause would be considered to give one party free rein, which runs counter to the spirit of article 83 (which rests on the initial matrimonial agreement, rather than a unilateral violation).

Furthermore, election of domicile cannot violate either the law or public order. For example, in certain contracts involving consumers or parties who are not merchants, protective rules may limit contractual freedom regarding the choice of court or address (although no express provision of the Civil Code or Quebec case law has expressly prohibited election of domicile between individuals, contractual practice takes account of any overriding laws).

Elected addresses: businesses and individuals

Use by businesses

Election of domicile is particularly common in commercial practice. Businesses often designate their **head office** as their "elected domicile" for the performance of contracts and receipt of all legal correspondence (droit.co). For example, a landlord and a commercial tenant may agree that any dispute will be brought before the court where the landlord's head office is located, in which case each elects domicile at their respective head office in the clause (droit.co). This simplifies logistics: each party knows that official service must be carried out at the address listed at the beginning of the contract, which corresponds to the business's registered address.

A notable advantage for businesses with multiple locations is consistency in internal and external communications. Without an election of domicile, a company with several establishments could potentially have to receive proceedings at multiple places depending on the actual domicile of the designated employees or managers. The election clause allows receipt to be centralized. In franchise or distribution agreements, for example, it is common for the franchisor to elect domicile at its head office (or at the domicile of its legal department) and for the franchisee to do the same, specifying its principal place of business (gm-avocats.com) (gm-avocats.com). Thus, each party has only one contractual address to monitor for formalities.

The **Quebec enterprise register (REQ)** reflects this reality: each registered business must declare a “business domicile” (its head office). This address, published in the REQ, serves as a reference for the exercise of rights. Indeed, the registrar often requires official proceedings to be served at the registered domicile, unless a clause provides otherwise. This is consistent with election of domicile: when a contract clearly provides that the parties have “elected domicile at their head offices”, it validates the use of the registered address for all notifications relating to the contract (droit.co). Thus, choosing the head office as the elected address is not merely a formality; it aligns with corporate registration and governance requirements.

In addition to their head offices, businesses may elect domicile at the address of their *legal representative* or at the premises specifically responsible for managing the contracts in question. It is not uncommon, particularly among SMEs, for a commercial contract to stipulate that domicile is elected at the office of the director or shared service specified in the contract. What matters is always that this place be identifiable and stable.

Use by individuals

Election of domicile concerns individuals less often, but it can be useful in certain personal or professional situations. For example, in a service agreement (consultant, lawyer, etc.) between two natural persons, it may be agreed that their “elected domiciles” will be their personal addresses (or a specified professional address), to clarify where notices should be served. In family law, there is no customary practice of election of domicile between spouses, but parenting agreements sometimes use the approach of designating a representative domicile (e.g. a parent has domicile elected at a mediator’s office to receive court documents instead of their legitimate remedies, which nevertheless requires very clear wording to be validly binding).

Another context is that of individuals living abroad. An expatriate or travelling Quebecer may wish to elect domicile in Quebec for their legal affairs. For example, a clause in a loan or property transfer arranged between a Quebec resident and a married citizen temporarily living outside the province could establish that the person abroad elects domicile with their Quebec notary (or at a designated address in Quebec) to receive all legal notifications. In this case, election of domicile bridges the gap between the person’s actual residence abroad and their obligation to communicate with their creditors/debtors in Quebec.

Summary table – types of domicile

Type of domicile	Description	Legal basis / Source	Main observations
Civil domicile (actual)	Place of the <i>principal establishment</i> of a person or business (principal residence).	Art. 75 C.C.Q. – “at the place of his principal establishment” (droitimmobilier.ca)	Default domicile. Serves to legally situate legal personality in a given place. Changes are regulated (art. 76 C.C.Q.) and depend on actual intention.
Elected domicile (contractual)	Address contractually chosen by the parties for the performance of the contract.	Art. 83 C.C.Q. – election of domicile in writing (www.legisquebec.gouv.qc.ca)	Applies only if specified in writing. Useful for service of documents (service, legal notifications) and, by extension, for territorial jurisdiction. Must be precise (district, locality) (canliiconnects.org) and stable (any change must be notified).
Elected domicile (forum selection)	Clause in which the parties designate a court (local or district) to rule on disputes arising from the contract.	Art. 3148 C.C.Q. – territorial jurisdiction{“(canliiconnects.org)”} [†]	Often confused with election of domicile. Here, the chosen <i>court</i> is at issue. A well-drafted election-of-domicile clause (mentioning a district) can play a similar role (gm-avocats.com). However, it does not prevent the application of mandatory procedural provisions (e.g. art. 65 C.p.c. Quebec) (canliiconnects.org).

[†] Note that article 3148 C.C.Q. (predating the Civil Code of 1994) governed forum selection clauses in the Civil Code of Lower Canada. The principle of court selection is now governed by the relevant articles of the Act respecting the Code of Civil Procedure (C.p.c.) and by the general rules of conflict of laws, but remains mentioned for historical purposes in the context of current Quebec law.

Practical cases and case law

Precision required by the courts

Quebec courts have illustrated that **the validity of an election-of-domicile clause depends on its precision and the clarity of the elected place**. In *IPL inc. c. Hübler* ([canliiconnects.org](#)) ([canliiconnects.org](#)), a clause provided that “the parties elect domicile in the judicial district where the seller’s head office is located...”. The Superior Court found this clause vague and unacceptable: it did not establish an immutable place but referred to the “seller’s head office” (*and even then* without naming a locality). The court stressed that the judge “*adds that the address must be clear and precise and include the full name of the locality*” ([canliiconnects.org](#)). Referring to the spirit of article 83 and the preparatory work, Justice Tessier Couture noted: “*What is essential to actual domicile is also essential to elected domicile: [...] the choice of a precise and definite place that could be an actual domicile.*” ([canliiconnects.org](#)). She emphasized that **the elected domicile must consist of at least a complete address** (for example, “Municipality X, Street Y, number Z”), rather than implicit wording. In other words, for a party to reasonably carry out formalities in the right place, the clause must remove any ambiguity about the location.

In practice, case law can therefore be seen to require three elements of precision: *the name of the municipality/judicial district and, ideally, a complete civic address*. When the courts say that specifying at least the district is sufficient, this reflects a concern for minimum content (service can be delegated within a given territory) (canliiconnects.org). However, best practice is always to provide the detailed address to avoid any dispute over the exact place.

Effects of the clause on procedural rights

A second major lesson from case law concerns the **inability of election of domicile to affect procedural obligations attached to actual domicile**. As illustrated above, in *IE Liquidation inc. c. Litostroj Hydro inc.* (2010 QCCS 4548), the plaintiff attempted to rely on an election-of-domicile clause to avoid the requirement to provide security under article 65 of the Code of Civil Procedure (an obligation for a plaintiff not domiciled in Quebec). The Superior Court, in reasons written by Justice B  nard, refused: *“the election-of-domicile clause does not change the fact [that] it does not have its head office in Quebec”* (canliiconnects.org). The clause, which designated Montreal, did not authorize a “legal fiction” allowing the supposedly foreign plaintiff to be treated as domiciled there. In sum, election of domicile does not override the mandatory provisions of Quebec law. This reasoning clearly indicates that **election of domicile cannot replace actual domicile to create new rights: it merely specifies a place for notification**. Everything formally dependent on the fact of domicile (conditions of capacity, exceptions, substantive or procedural obligations) remains governed by the true domicile.

Sample clause, accounts and practical advice

To make this concrete, here is an example of an election-of-domicile clause commonly recommended in legal commentary and by practitioners:

“For the performance of this agreement, the parties elect domicile at their respective head offices indicated at the beginning of this agreement. Any change must be notified to the other party by registered letter with a request for acknowledgement of receipt to be binding on that party.” (droit.co).

This standard clause recalls several key points: (i) the chosen place expressly corresponds to the **head offices** listed in the contract; (ii) in the event of a change, formal notification must be given for the change to take effect (so the former address can no longer be invoked to a party’s detriment once notification has been given). Such wording often comes from contract law guides and is used as a model. It clearly illustrates that an election-of-domicile clause operates as a mechanism for establishing a contractual domicile, but is subject to safeguards (notification of a change) to preserve fairness between the contracting parties.

Illustrative cases: consequences in court

To illustrate the concrete impact of an election of domicile, let us examine two situations drawn from Quebec case law.

1. **Clause ineffective for lack of precision.** In *IPL inc. c. H  bler* (canliiconnects.org) (canliiconnects.org) (2014 QCCS 5892), an agreement between merchants contained an election-of-domicile clause defining the *“judicial district where the seller’s head office is located”*. In retrospect, this wording proved

problematic: by the time of the dispute, the seller's head office had moved from Montreal to Quebec City, and the clause, which designated Montmagny (the original district), was interpreted as leaving the seller free to change the elected place, which ran counter to the idea of a fixed domicile. The Supreme Court of Quebec (trial division) thus declared the clause non-binding, supporting Justice Tessier Couture's interpretation requiring the designation of a *fixed and clearly named district* (canliiconnects.org). In other words, the grounds for the decision were precisely the clause's lack of precision and changing nature.

2. Reaffirmation of disciplinary jurisdiction. In *IE Liquidation inc. c. Litostroj Hydro inc.*

(canliiconnects.org) (2010 QCCS 4548), the issue was not the validity of the clause itself, but its effect on a parallel procedural provision. The dispute initially involved parties in Quebec and Ohio, but a forum selection clause (assigning jurisdiction to Quebec) redirected the case to Quebec courts. The plaintiff, an American company, then attempted to invoke this clause to have it treated as residence in Quebec, in order to avoid the requirement for a foreign party to provide security for costs (art. 65 C.p.c.). The Superior Court firmly rejected this application (canliiconnects.org). The trial judge explained that the agreement (election of domicile in Montreal) did not change the plaintiff's actual situation (no establishment in Quebec). The decision stresses that election of domicile is contractual in nature and does not amount to a change of residence in the eyes of the law. Consequently, even though a Quebec court had jurisdiction under the clause, the plaintiff remained subject to the legal requirement to provide security (because its "actual domicile" was outside Quebec).

These real examples confirm that **an election-of-domicile clause must be drafted and used carefully**.

When well designed, it facilitates the performance of contracts by ensuring a stable communication channel for the parties. But if it is poorly drafted for the particular situation (or misused for improper procedural purposes), it may be set aside by the courts or fail to produce the expected legal effect.

Implications and future outlook

Election of domicile remains a useful and popular instrument for securing transactions in Quebec, both for businesses and for certain agreements between individuals. However, its validity depends on compliance with the strict criteria recalled above, and practitioners must take care to word the clause rigorously.

Over the longer term, two major developments warrant attention:

- **Digitization of documents and electronic signatures.** The concept of "writing" in article 83 does not exclude an election-of-domicile clause contained in an electronically signed contract (for example, an online service agreement). In the era of e-commerce and digital formalization of legal instruments, it will be necessary to ensure that the clause, even when included in online terms of use, respects the parties' clear wishes and that the text is retained. This raises evidentiary questions: companies will need to retain a reliable record of paperless contracts that include the clause. Under Act 2 (2021) concerning electronic signatures and written documents, an electronic agreement may validly contain an election of domicile, provided that the contracting parties' intention can be identified unambiguously and that they are given a copy of the document (www.legisquebec.gouv.qc.ca).

- **Increased cross-border scope.** In a context of international exchanges (online purchases, foreign investment, international remote work), election of domicile offers a practical solution for establishing a legal address in a known jurisdiction. However, this increased commercial activity could lead to new disputes over the validity of such clauses (e.g. between a Quebec business and an Asian entrepreneur). Quebec courts may therefore be called upon to clarify the interaction between article 83 C.C.Q. and international conventions (e.g. UDISP contract law rules), and to specify whether election of domicile can apply in full between parties who are persons governed by foreign law (as long as the formal conditions are met).

Finally, from a legislative standpoint, no imminent reform of article 83 C.C.Q. has been announced, but practitioners and courts continue to refine its application. The need for precision in the clause already dictates its drafting (as recent case law has emphasized). It will also be interesting to see whether clarifications are made regarding its interaction with other areas, such as consumer protection, jurisdiction *ratione materiae* (e.g. a clause prohibited in certain fundamental contracts), or new forms of electronic evidence.

Conclusion

Election of domicile in Quebec is a legal mechanism that shapes the parties' contractual location. Based on article 83 of the Civil Code of Québec (www.legisquebec.gouv.qc.ca), it meets the need to establish a stable address for notifications and, implicitly, for territorial jurisdiction in contracts. When properly implemented — that is, in writing, with a fully specified place and without allowing a subsequent discretionary change — it offers additional certainty to businesses and, in some cases, individuals by reducing the risk of missed legal communications. Legal commentary and case law emphasize these conditions of validity (canliiconnects.org). Recent cases (see above) show that courts do not hesitate to sanction imprecise or abusive clauses.

In practice, elected addresses must be chosen strategically: entrepreneurs often reserve them for head offices (established places of business) (droit.co), while individuals use them only for specific transactions requiring clarity and responsiveness. As a preventive measure, it is recommended that these clauses be drafted in simple but indisputable terms; otherwise, there is a risk that they will be purely declaratory.

Looking ahead, digital and global developments do not abolish the concept of domicile, but prompt its evolution. Elected domicile could, for example, become more common in online *Terms of Service*, or be used in cross-border contracts where neither party has a fixed residence. In all cases, its legal foundations (and case law solutions to practical questions) remain those studied here: **written, clear, not unilaterally changeable, supporting the normative validity of contractual formalities** (www.legisquebec.gouv.qc.ca) (canliiconnects.org). Legal and business professionals must remain vigilant about its drafting and scope to take full advantage of it with legal certainty.

Sources, references and further reading: Civil Code of Québec (art. 75, 83, 305-3148), EDUC distribution analysis (Manuel St-Aubin) (droitimmobilier.ca) (www.legisquebec.gouv.qc.ca), Grand Dictionnaire Terminologique (vitrinelinguistique.oqlf.gouv.qc.ca), legal journals and specialist websites (À bon droit, GM Avocats) (gm-avocats.com) (canliiconnects.org), as well as the cited decisions of Quebec courts. All citations are consistent with the texts and commentaries available online.

Source links

Links cited in this article, in order of first appearance. Full addresses are provided for readers using extracted text.

1. <https://www.legisquebec.gouv.qc.ca/fr/version/lc/ccq-1991?code=se%3A83&historique=20251124>
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THE PUBLISHER

About 2727 Coworking

2727 Coworking is a Montreal workspace and business-address provider. We serve people who need a place to focus, meet, run a small business or establish a professional mailing presence. Our website offers English and French information about workspace options and services, alongside educational resources for operating a business in Canada.

A workspace that fits the day

Our workspace options include private offices, day passes and desks, and a conference room. These formats help individuals and teams compare a dedicated office with more flexible ways to work or hold a meeting. Prospective members can explore the virtual tour, review current pricing and book a visit before choosing a workspace.

Business addresses and mail

2727 Coworking provides business-address and virtual-mailbox services. Our resources explain the documents and practical questions involved, including guidance for people outside Canada. Service eligibility, included features, availability and access arrangements should be confirmed on the applicable service page or with our team.

Resources for Canadian small businesses

We publish guides, research and planning tools about workspace decisions, business addresses and starting a business in Canada. Our incorporation research includes information for people inside Canada and abroad, with jurisdiction-specific material to help readers identify the next questions to investigate. These educational resources complement our workspace and address services; they are not individualized legal, tax or immigration advice.

Visit or contact 2727 Coworking

Explore [private offices](#), [day passes and desks](#), [the conference room](#), [business addresses](#) and [virtual mailboxes](#). [Book a visit](#) or [contact the team](#) to discuss your needs.

A business address alone does not establish tax residence, immigration status, banking approval or eligibility for a government program.

Website: <https://2727coworking.com>

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