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Negotiating a Commercial Lease Security Deposit in Québec

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Executive Summary

In Québec, **a commercial lease may require a security deposit**. The prohibition associated with residential leases should not be applied to a business's office. Éducaloi expressly distinguishes between the two situations, while PME MTL addresses deposits and guarantees separately in its lease preparation checklist. (educaloi.qc.ca) The practical decision is to determine how much money will be tied up, which obligations it will secure and what event will release it, before signing an offer to lease.

The **acceptable amount** depends on the contract and the business's financial capacity. The sources consulted do not support presenting a universal legal cap, a "normal" number of months, a mandatory interest rate or a general repayment deadline for all commercial deposits. Instead, the CFIB recommends confirming

whether a deposit is required, whether it will be refunded and how. (cfib-fcei.ca) A deposit can sometimes replace a guarantee, but that substitution must be negotiated: the Chambre des notaires also identifies limiting a guarantee to a set amount as an option. (cnq.org)

The clause should specify **who holds the funds, permitted deductions, replenishment requirements and the trigger for repayment**. The guide published by the Conseil des arts de Montréal ties repayment to the terms of the lease; a deposit that has been drawn on may also need to be replenished. (artsmontreal.org) When funds pass through a broker's trust account, the rules explained by the OACIQ require particular attention to authorization to release them to the landlord. (oaciq.com) These rules do not establish that every deposit paid directly to a landlord receives the same protection.

This report's fictional scenario compares **$9,000 tied up for 24 months** with **$3,300 for 12 months**. Using a hypothetical simple rate of **8%**, the calculated costs of tying up those funds are **$1,440** and **$264**, respectively. These are illustrative assumptions, not observed prices or returns; the method follows a forecast that separates cash inflows and outflows. (bdc.ca) The tax treatment also depends on how the payment is characterized: Revenu Québec distinguishes a deposit from a partial payment. (revenuquebec.ca) Before making a commitment, a legal professional should review the offer, the clause and the security arrangements; an accountant should confirm their tax treatment. (cnq.org) (revenuquebec.ca)

Introduction and Context

For a young Montréal business, a deposit raises a different question from rent: **how much money becomes unavailable before the business even moves in?** An affordable monthly rent can come with an initial cash outlay that is difficult to absorb. BDC defines cash flow in terms of cash inflows and outflows, which makes tracking the deposit payment important even when repayment is expected. (bdc.ca)

This report examines **commercial lease security deposits in Québec**, with a specific objective: to prepare a cash flow decision and a list of clauses to negotiate. It does not replace a review of the entire lease. It applies neither French rules nor protections specific to residential leases. The Chambre des notaires points out that there is no standard commercial lease form; the actual document being proposed must therefore be read. (cnq.org)

The research was conducted on **November 1, 2026**. It draws on the Civil Code, guidance from the tax authorities and the real estate brokerage regulator, and Québec advisory resources. Professional recommendations are presented as avenues for negotiation. The Code allows parties to depart from certain default rules, but prohibits departures from rules of public order: **"the contract says so" therefore does not automatically mean "the clause is valid."** (legisquebec.gouv.qc.ca)

This research did not establish a verified distribution of the deposits requested from small Montréal teams. The calculations therefore use fictional data that readers must replace. Flexible office offers are assessed using the same framework: Crew Collective & Café and Hedhofis, for example, advertise private offices, but that description does not establish their deposit terms. (crewcollectivecafe.com) (hedhofis.com) The aim is to compare written commitments, then refer ambiguities to a legal professional.

Distinguishing Deposits, Prepaid Rent and Other Forms of Security

Four Mechanisms to Identify

A **deposit provided as security**, often called a *security deposit*, is a sum set aside to secure obligations specified in the contract. Éducaloi explicitly recognizes that one may be requested under a commercial lease. (educaloi.qc.ca) For financial decision-making, however, its exact function must be examined: labelling a payment a “deposit” is not enough to establish what will be refunded. The Code calls for the common intention of the parties to be sought when interpreting a contract. (legisquebec.gouv.qc.ca)

Rent paid in advance, or *prepaid rent*, is instead used to pay for specified periods. The information note for commercial tenants distributed by Hochelaga distinguishes this application to particular months of rent. (hochelaga.ca) An advance covering a future period and a refundable deposit therefore have different financial timelines: the former will be used up through occupancy; the latter must be tracked as a sum whose recovery depends on the agreed conditions.

A **suretyship**, generally rendered as *guarantee* or *personal guarantee* depending on the document, is a separate undertaking. The Code defines it as the surety’s obligation to perform the debtor’s obligation if the debtor fails to do so. (legisquebec.gouv.qc.ca) When a company is the tenant, it is normally responsible for the lease, but a representative may also be asked to make a personal commitment. (educaloi.qc.ca) The English word *guarantee* must therefore be translated according to the specific undertaking, rather than automatically used as a synonym for money deposited.

A **standby credit instrument**, or *standby letter of credit*, and a **bank letter of guarantee** each require their own review. Desjardins describes its letter of guarantee as an irrevocable undertaking by the institution and expressly lists business rent among the obligations covered. (desjardins.com) National Bank describes payment on demand under the conditions set out in the letter. (banquenationale.com) The business must obtain the proposed bank wording, rather than assume that a letter is equivalent to a personal guarantee.

The Right Categories for Decision-Making

Before comparing offers, assign each requirement to a category:

- **Occupancy expense**: rent or fees paid in exchange for the period used.
- **Advance to be applied**: money paid now, allocated to an identified future period.
- **Recoverable capital**: a deposit to track separately, with repayment conditions.
- **Contingent commitment**: an amount that could become payable under a guarantee.
- **Banking capacity committed**: credit terms and collateral requirements to have the bank quantify.

This classification is a working method. It does not replace legal or accounting characterization. ScriptaLegal specifically recommends defining the obligations secured and the circumstances of release. (scriptalegal.com) If several forms of protection are required, negotiations must address their combination: the Chambre des notaires considers replacing a guarantee with a deposit, which means checking that the previous security is actually removed from the draft. (cnq.org)

Reviewing the Clause Before Paying

The amount is only the beginning of the review. The CFIB recommends checking **whether the deposit will be refunded and on what terms**. (cfib-fcei.ca) To turn that question into a practical review, follow the money from payment to repayment.

Table 1 provides a negotiation checklist. The requests listed are objectives to discuss, not universal legal requirements.

Clause Element	Question to Negotiate	Evidence to Keep
Amount and basis	Is the amount fixed? Does it include fees or taxes?	Attached calculation and signed version.
Payment date	Is payment due with the offer, on signing or when possession is delivered?	Schedule and conditions precedent.
Holder	Who receives the funds, and in what capacity?	Verified contact information and receipt. (oaciq.com)
Use	Which specific obligations authorize a deduction?	Clause and notice with supporting documents.
Replenishment	Does a deduction require additional money to be paid?	Notice, new balance and agreed cap.
Deductions	What damage or unpaid amounts may be deducted?	Initial condition report, invoices and detailed calculation.
Interest and fees	Who receives any interest and pays the fees?	Written response, with no assumed rate.
Sale or assignment	Who acknowledges the balance and the obligation to repay it?	Written confirmation from the parties concerned.
Reduction	What event allows the deposit to be reduced or released?	Verifiable criterion and confirmation of the balance. (scriptalegal.com)
Return	What event triggers calculation and payment of the balance?	Agreed date, statement and payment details.

This checklist avoids confusing **a capped amount** with **a capped risk**. If the deposit can be used and then replenished, cumulative cash outflows must include those additional payments. The Éducaloi guide published by the Conseil des arts de Montréal describes this possibility of replenishment; it also explains that the lease may allow the deposit to be used without obtaining the tenant's agreement again. (artsmontreal.org)

The Broker's Account and the Landlord's Funds

A deposit entrusted to a broker should not be equated, without review, with money already paid to the landlord. The OACIQ explains that the broker must comply with the specified holding period and that early release to the landlord must be authorized in writing or provided for in the lease. (oaciq.com) The question to ask is therefore: **"What instruction authorizes the transfer, on what date and to which recipient?"**

In this brokerage context, a receipt identifying the deposit and evidence that the withdrawal complies with the agreement are among the records described by the OACIQ. (oaciq.com) For a direct payment, also requesting written acknowledgment of the amount and its purpose remains a useful precaution; this alone does not create

a trust or protection against insolvency.

Turning a Vague Deadline into a Verifiable Process

The phrase “after verification” leaves the date unresolved. Negotiations should identify the trigger, the documents required, the handling of a disputed deduction and payment of the undisputed portion. The relevant reference document ties the return of the deposit to the terms agreed in the lease, rather than to a single deadline presented as universally applicable. (artsmontreal.org) It is up to the legal professional to verify whether the proposed wording achieves the intended result.

Negotiating the Amount Without Shifting the Risk

Start with Available Cash

The question “how many months should we accept?” is more useful when reframed as: **“What amount can remain unavailable without jeopardizing planned payments?”** BDC recommends projecting inflows and outflows each month to identify difficult periods. (bdc.ca) The amount offered to the landlord should be assessed within that forecast, together with the payment date and outflows already planned.

Prepare a structured counterproposal:

- **Fixed amount**: propose an explicit sum rather than a formula whose calculation basis remains ambiguous.
- **Deferred payment**: ask whether part of the amount can become due closer to occupancy.
- **Gradual reduction**: propose a decrease after a measurable contractual event.
- **Defined release**: request written confirmation when the criterion is met.
- **Actual substitution**: specify whether the deposit replaces a guarantee or is added to it.
- **Total exposure**: bring together the deposit, advance, guarantee and credit terms in a single file.

These proposals are negotiating options. The Chambre des notaires mentions limiting a guarantee to a set amount and replacing it with a deposit; it does not guarantee that the landlord will accept these solutions. (cnq.org) The PME MTL checklist also sets out the protections to verify before signing and recommends consulting a legal professional. (pmemtl.com)

Personal Guarantee or Deposit: Compare What Becomes Payable

Reducing the deposit by accepting a broader guarantee can improve the immediate bank balance while changing personal exposure. This comparison stems from the distinction between the tenant company and its representative who may act as guarantor. (educaloi.qc.ca) The decision worksheet must therefore show the amount paid now separately from the scope of the contingent commitment.

The file given to the legal professional should specify the obligations covered, the duration, the conditions for release and the interactions with other forms of security. ScriptaLegal recommends checking these limits, including whether a guarantee continues when a lease is renewed by operation of law. (scriptalegal.com) A verbal promise to “remove the guarantee later” should become proposed wording to be reviewed.

Letter of Credit: Obtain a Complete Bank Offer

A letter can shift the payment mechanism to a financial institution. Desjardins mentions its use for a business's rent; National Bank makes the solutions presented subject to credit approval. (desjardins.com) (banquenationale.com) TD also includes letters of credit among its commercial financing solutions. (td.com)

These documents do not provide enough information to calculate a universal cost. Request written details of fees, required collateral, the effect on available facilities, the expiry date, renewal terms and the documents authorizing a draw. The wording of the letter deserves as much attention as the lease, since the conditions for demanding payment determine how the mechanism described by the bank works. (banquenationale.com) Make the decision based on the offer obtained, without assuming that replacing the deposit necessarily frees up all the cash.

Preparing for Repayment and Changes of Tenant

Gather Evidence from the Start of Occupancy

Preparation for repayment begins before the move. The Civil Code recognizes descriptions and photographs as ways to establish the condition of the premises; it also provides for a presumption of good condition when no record has been made. (legisquebec.gouv.qc.ca) For a small team, a shared file containing dated photos, observations exchanged and the signed document makes it easier to reconcile proposed deductions later.

On departure, the Code provides for returning the property in its initial condition, taking into account factors including age and normal wear and tear. (legisquebec.gouv.qc.ca) The legal professional must reconcile this framework with the commercial lease's maintenance and restoration obligations. A deduction should not be accepted or rejected solely because a photo shows a difference: the relevant obligation, initial condition and amount claimed must be identified.

The departure file should bring together:

- **Initial condition**: condition report, photos and reservations communicated when taking possession.
- **Final condition**: comparable photos, a proposed inspection and written observations.
- **Physical handover**: proof that keys and access credentials were returned.
- **Deposit balance**: reconciliation of the initial payment, deductions and replenishments.
- **Requested statement**: details of deductions and documents supporting them.
- **Repayment details**: recipient, payment method and contractual date.

This filing system follows a documentary evidence approach: Québec recommends gathering contracts, receipts, invoices and photographs useful to a dispute. (quebec.ca) It does not prejudge the merits of any particular deduction.

Sale, Assignment and Renewal by Operation of Law: Three Separate Checks

Under the Code, a sale of the building does not automatically terminate the lease. (legisquebec.gouv.qc.ca) However, this rule does not establish that the deposit money has actually been transferred. Requesting confirmation of the balance, who holds it and the identity of the person responsible for repaying the funds is

therefore a separate check.

Assignment of the lease raises another question: article **1873** provides for the release of the assigning tenant, but allows an agreement to the contrary in a non-residential lease. (legisquebec.gouv.qc.ca) Have the signed clauses reviewed and document what happens to the deposit: repayment to the assignor, an acknowledged transfer to the assignee or another negotiated arrangement. None of these steps should be assumed simply because the occupant changes.

For renewal by operation of law, article **1881** states that security provided by a third party does not extend to the renewed lease. (legisquebec.gouv.qc.ca) This wording does not justify promising automatic release in every case: the legal professional must examine the mechanism chosen and the undertakings signed. ScriptaLegal specifically recommends examining the continuation of security on renewal or renewal by operation of law. (scriptalegal.com)

If Repayment Does Not Arrive

Start by reconciling the contract, the balance and the documents requested. If a formal demand letter is being considered, Québec recommends keeping proof of receipt. (quebec.ca) Éducaloi specifies that the Tribunal administratif du logement does not handle commercial disputes. (educaloi.qc.ca) The appropriate remedy depends in particular on the amount and the business's eligibility, which must be checked before taking any steps. (quebec.ca)

If the holder becomes insolvent, have the agreement, the holder's identity and the means of recovery analysed before treating the deposit as available cash. This report does not establish any repayment priority.

Building the Cash Flow Worksheet

Enter Amounts and Dates

A useful worksheet tracks **capital tied up** and **expenses** in separate columns. This separation builds on the monthly cash flow approach recommended by BDC. (bdc.ca) It helps prevent a recoverable deposit from being overlooked in the initial budget or counted as a final expense in the same way as rent.

The fields to complete are:

- **Initial deposit D**: amount actually due, with its payment date.
- **Advance A**: amount paid in advance and the specific periods to which it will be applied.
- **Deductions U**: authorized uses of the deposit, dated and documented.
- **Replenishments R**: additional payments following a deduction.
- **Repayments F**: partial or final refunds actually received.
- **Duration t**: time the funds remain tied up, extended until actual payment.
- **Rate r**: annual cost chosen by the reader for their own analysis.
- **Separate fees**: financing, bank letter or other confirmed fees.

The proposed tracking equation is: **deposit balance = D + R − U − F**. It describes the balance to reconcile with the holder, not total expenses. Use of the deposit to discharge an obligation must also be assigned to the correct budget category to avoid counting the same payment twice. The replenishment mechanism must be examined in the clause.

For a constant balance, the simple calculation is: **cost of tying up funds = D × r × t**, where duration is expressed in years. If the balance varies, apply the formula to each interval and add the results. This is a mathematical indicator, with no promised return, no compounding and no assumption that the business actually borrows this amount.

Address Taxes After Characterizing the Payment

Revenu Québec's guidance, consulted on **November 1, 2026**, states that taxes do not apply when a deposit is paid and are calculated when it is applied to the price. (revenuquebec.ca) It specifies that these rules do not cover a partial payment. (revenuquebec.ca) For the latter, the collection rules refer to the earlier relevant date between payment and the date the amount becomes due; a rule is also provided for rent specified in writing. (revenuquebec.ca)

Do not automatically check "no taxes" simply because the draft uses the word deposit. The Canada Revenue Agency states that commercial leases from a registered landlord are generally taxable. (canada.ca) The accountant should confirm the characterization, any application of the deposit and the treatment of retained amounts, then enter the taxes and any recovery on the appropriate dates.

Data and Scenario Analysis

Comparing Two Fictional Offers

Hypothetical example: cash flow comparison. All amounts below are invented, in Canadian dollars, excluding taxes, fit-out work, indexation and additional fees. Lease A assumes monthly rent of **$3,000**, a deposit of **$9,000** and a **24-month** commitment. Flexible offer B assumes **$3,300 per month**, a deposit of **$3,300** and a **12-month** commitment. The deposits are assumed to be fully refunded at the end of their terms, without deductions.

Table 2 distinguishes the assumptions that can be calculated from the actual offer still to be obtained. The row for the provider publishing this article is a space for collecting information, with no assumed rate or contractual terms.

Option to Review	Hypothetical Recurring Expense	Recoverable Capital	Initial Amount and Point to Verify
Commercial lease A, hypothetical example	$3,000/month; 24-month commitment.	$9,000, assumed repayment at the end.	$12,000 including the first month's rent; guarantee to be specified.
Flexible office B, hypothetical example	$3,300/month; 12-month commitment.	$3,300, assumed repayment at the end.	$6,600 including the first payment; notice period to be specified.
2727coworking.com, private office offer to request	Amount and duration to be entered from a written offer.	Existence, amount and repayment to be confirmed.	Complete the same checklist before making any comparison.

In this example, B requires **$5,400 less upfront**, but costs **$3,600 more in recurring payments over 12 months**. This does not turn A's deposit into an expense of $9,000. Under the assumptions, it remains capital tied up. At the end of this first year, A still has a year of commitment remaining: the two terms are therefore not interchangeable.

Flexibility must also be verified against an actual offer. As a commercial description, Hedhofis's Royalmount FAQ advertises a notice period of **60 to 90 days depending on the plan** and describes the purpose of a security deposit. (hedhofis.com) This information establishes neither B's deposit nor that of any other provider.

Sensitivity to the Chosen Annual Cost

Table 3 applies the simple formula to the preceding assumptions. The rates are entered to illustrate sensitivity; they do not correspond to any bank offer, market statistic or forecast.

Hypothetical Annual Rate	A: $9,000 for 24 Months	B: $3,300 for 12 Months
4%	$720	$132
8%	$1,440	$264
12%	$2,160	$396

These results compare different durations. Over a common period of **12 months**, at the hypothetical rate of **8%**, the calculated cost for A would be **$720**, compared with **$264** for B, a difference of **$456**. This difference alone does not offset B's **$3,600** in additional recurring payments in the example. It does not assess the offices' other features.

To adapt the scenario, enter the payment, any deduction, any replenishment and the documented repayment in chronological order. Extend the duration if the final payment arrives after departure. Then add the fees actually quoted, applicable taxes and other confirmed costs, without retroactively changing the deposit's category.

Implications for the Decision and Next Steps

The choice does not depend solely on the lowest deposit. One business may prioritize initial liquidity, another the limitation of personal commitments or a suitable occupancy term. The possibility of negotiating a deposit to replace a guarantee, mentioned by the Chambre des notaires, deserves to be assessed using the full wording rather than the amount alone. (cnq.org)

To make the consultation useful, prepare the following requests:

- **For the landlord**: request the final amount, calculation basis, due date and recipient.
- **For the landlord**: obtain the conditions for deductions, reduction and repayment.
- **For the accountant**: have the deposit and advance characterized, then confirm the taxes and any recovery dates.
- **For the bank**: request written fees and terms for a letter, if this option is being considered.
- **For the legal professional**: provide the offer, draft lease, schedules and every security instrument.

- **For the legal professional**: flag any planned assignment, renewal, announced sale or replenishment clause.
- **Internally**: set the maximum amount that can be tied up and the latest acceptable recovery date.

The legal review should take place **before signing the offer to lease**, not just the final lease; the Chambre des notaires expressly draws attention to both documents. (cnq.org) A clause combining a deposit, a guarantee and a bank letter warrants requesting a written explanation of how they work together.

The Barreau du Québec lists referral services by area of law. (barreau.qc.ca) When making contact, specify the mandate and the cost of the services, as it recommends. (barreau.qc.ca) The mandate can be focused: characterize the payment, examine deductions, check releases and propose wording for the repayment mechanism.

After this review, redo the forecast using the terms actually negotiated. An improved scenario is useful only if the concessions appear in the documents to be signed. The obligation of good faith applies to the creation, performance and extinction of obligations; it does not remove the need to clearly draft the mechanisms expected. (legisquebec.gouv.qc.ca)

Frequently Asked Questions

What Deposit Amount Should You Accept in a Commercial Lease in Québec?

The sources consulted do not justify recommending a universal number of months. Determine how much money can be tied up, what other forms of security are required and the repayment terms. The CFIB recommends confirming whether there is a deposit and whether it will be repaid; the Chambre des notaires considers negotiating a limited guarantee amount. (cfib-fcei.ca) (cnq.org)

How Can You Reduce the Deposit Without Broadening the Personal Guarantee?

Request a reduction, payment in instalments or release tied to a defined event, then have the remaining exposure reviewed. These are negotiating requests, not automatic rights. The distinction between the company's obligations and a personal undertaking must remain explicit. (educaloi.qc.ca)

Can the Landlord Apply the Deposit to the Last Rent Payment?

Check the clause and obtain confirmation before acting. A deposit is not automatically an advance allocated to the last month: the Hochelaga note specifically distinguishes prepaid rent by its application to defined periods. (hochelaga.ca)

When Must the Deposit Be Repaid?

This report does not establish a single legal deadline for all commercial leases. The guide published by the Conseil des arts de Montréal refers to the terms agreed in the lease. (artsmontreal.org) The trigger, deadline, required documents and handling of deductions must therefore be specified.

Does a Flexible Office Necessarily Avoid a Deposit?

Request the offer and its terms. Hedhofis's Royalmount FAQ explains a purpose of the deposit in coworking, which rules out inferring a general exemption from the word "flexible" alone. (hedhofis.com) Every option must go through the same cash flow worksheet.

Conclusion

When negotiating a security deposit in a commercial lease in Québec, the priority is to understand **the amount tied up, its permitted use and the conditions for recovery**. The ability to request a commercial deposit is established; that alone does not provide an appropriate amount for every business. (educaloi.qc.ca) The proposed contract and other forms of security must be examined together.

The decision worksheet separates recurring payments, advances, recoverable capital and contingent commitments. This separation allows a lease and a flexible office to be compared without turning an expected repayment into available cash. The fictional calculations also show why durations must be aligned before comparing the costs of tying up funds.

Before paying, obtain a written answer about the holder, deductions, replenishment and return. Before moving in, prepare evidence of the condition of the premises. Before departure or assignment, verify the balance and who is responsible for repaying it. The Code specifically recognizes descriptions and photographs as ways to establish the property's condition. (legisquebec.gouv.qc.ca)

The decision can then be submitted to the legal professional together with the offer, lease and security instruments. (cnq.org) The accountant should confirm the payment's tax treatment. (revenuquebec.ca) The value of a negotiated deposit clause lies above all in the clarity of its timeline and evidence. The final amount must remain compatible with the cash the business needs to operate, even when the money is described as refundable.

Source links

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

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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

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