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Personal Guarantee Commercial Lease Quebec: Risk Guide

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In this article

Executive Summary

A **personal guarantee in a Quebec commercial lease** can move risk that would otherwise sit with the tenant corporation onto a founder. The Civil Code of Québec defines suretyship as an undertaking to perform if the debtor does not, and it says that suretyship must be express (legisquebec.gouv.qc.ca) (legisquebec.gouv.qc.ca). That does not make every clause called a "guarantee" identical. Scope, solidarity, rent definitions, additional rent, restoration, legal costs, duration, renewal, assignment, amendments and release language all change the practical exposure. A Quebec lawyer should interpret the complete lease and security document before signature.

The useful pre-signing number is not "the rent." It is a scenario range. Start with **remaining base rent plus additional rent**, then add restoration, unpaid one-time obligations and the legal-cost allowance stated in the document. Apply the contractual cap, if any, and model burn-off only if the drafting actually makes it automatic. Éducaloi notes that additional rent may include operating and maintenance costs (educaloi.qc.ca). The calculator below is therefore a **screening tool, not a prediction of enforceable damages**.

Four negotiation structures deserve separate modelling: **uncapped**, **fixed cap**, **declining cap** and **no personal guarantee**. Quebec law permits suretyship for only part of the principal obligation and prevents it from being extended beyond its contracted limits (legisquebec.gouv.qc.ca). Canada-wide drafting guidance also identifies time limits, declining exposure and dollar caps as negotiable patterns, while warning that provincial interpretation varies (mcmillan.ca). No public source establishes a standard Quebec cap or burn-off period. Those are deal inputs, not benchmarks.

The decision is broader than accepting or rejecting the landlord's first draft. A founder can propose a capped or expiring guarantee, a deposit, a bank guarantee, a corporate guarantee, other negotiated security, a smaller conventional lease, or a flexible workspace. The Chambre des notaires identifies a set amount, deposit and movable hypothec as possible alternatives (cnq.org). Flexible office terms still require review: public offers range from monthly terms to multi-year commitments, and some agreements contain deposits, renewal rules or restoration charges. At 2727 Coworking, the current site advertises a **$300 monthly hot desk** and lists utilities as included (2727coworking.com) (2727coworking.com). Compare signed contracts, total cash commitment and exit mechanics, not labels.

Introduction and Background

For a small Quebec company, the apparent tenant and the person ultimately exposed may be different. When the corporation signs, Éducaloi explains that the company is the tenant responsible for the lease obligations, but a landlord may also ask a representative to become personally responsible as surety (educaloi.qc.ca) (educaloi.qc.ca). The founder should therefore separate three questions: what the company owes, what the security document covers, and when the founder is released.

Commercial leasing in Quebec is heavily contractual. The Chambre des notaires says that only the Civil Code's basic rules apply beyond what the parties agree, and the Organisme d'autoréglementation du courtage immobilier du Québec describes a high level of contractual freedom compared with residential leasing (cnq.org) (oaciq.com). There is no standard-form commercial lease, according to National Bank's Quebec checklist (nbc.ca).

This report is a **pre-lawyer issue-spotting and scenario tool**. It does not determine whether a particular claim would succeed, what a court would award, or how insolvency law affects a specific document. Its purpose is to convert a vague request to "sign personally" into a quantified exposure range, a list of drafting questions and a record of alternatives.

Before signing, the founder should pause until five items are complete:

- **Identity check:** confirm the tenant name, guarantor name and signing capacity on every document.
- **Document set:** obtain the lease, offer, guarantee, indemnity, schedules, rules and any side letter.
- **Exposure model:** calculate uncapped, capped and burn-off scenarios using the actual rent definitions.
- **Release map:** identify every expiry, renewal, assignment, amendment and good-standing condition.
- **Quebec review:** ask Quebec commercial-leasing counsel to interpret the integrated documents.

Key Changes a Personal Guarantee Makes

It changes the risk boundary

A corporation is a separate contracting party, but a suretyship adds an express obligation from the named surety to the creditor. Article 2333 describes performance after the debtor fails, while article 2346 says the surety is required to satisfy the obligation only upon the debtor's default (legisquebec.gouv.qc.ca). The practical starting point is therefore not "limited liability still protects the founder," but "which obligations has this person expressly assumed?"

The answer may be narrower than the whole lease. The Civil Code allows suretyship for only part of the principal obligation (legisquebec.gouv.qc.ca). A cap can be expressed as a dollar amount, a number of months, specified obligations, or some combination. The drafting must also say whether taxes, interest, legal costs, restoration and other accessories sit inside or outside that cap.

It can change collection sequence and defences

Quebec's default rules include the benefit of discussion unless expressly waived. A surety signing as a solidary surety or solidary co-debtor loses the benefits of discussion and division (legisquebec.gouv.qc.ca) (legisquebec.gouv.qc.ca). A founder should flag the words **solidary**, **co-debtor**, **discussion**, **division**, **waiver** and their French equivalents for counsel.

The Code also gives the surety information rights on request and says the surety cannot waive that right in advance (legisquebec.gouv.qc.ca) (legisquebec.gouv.qc.ca). That makes periodic reporting and prompt default notice sensible drafting topics even when a landlord resists making notice a condition of liability.

It adds a second duration to manage

The lease term and the guarantee term need not be the same. Article 1881 states that third-party security does not extend to a reconducted lease (legisquebec.gouv.qc.ca). That statutory phrase should not be treated as a universal release for every exercised option, extension or replacement document. Counsel should classify the transaction and reconcile the security text with the lease.

Likewise, assignment and sublease are not interchangeable. OACIQ explains that assignment ordinarily discharges the assigning tenant, but the lease may preserve liability; in a sublease, the original tenant remains responsible to the landlord (oaciq.com) (oaciq.com). The guarantee must independently state what happens to the founder.

Implementation Considerations and Process Changes

Read the clause as a system

Table 1 turns a dense security package into questions for Quebec counsel. It is not a substitute for a legal opinion.

Clause issue	Why it matters to exposure	Question to record for counsel
Covered obligations	"All obligations" may extend beyond base rent to additional rent, repairs, restoration and costs. Canada-wide guidance says to distinguish rent from a wider scope (mcmillan.ca).	Which numbered lease obligations are covered, and are costs inside the cap?
Amount and cap	A cap is useful only if its formula and inclusions are unambiguous.	Is the cap fixed, rent-based, cumulative, replenishing or reduced by payments?
Term and burn-off	A declining structure may reduce liability over time; reductions often depend on good standing (hklaw.com).	What date or event reduces exposure, and can a cured default permanently stop the reduction?
Renewal and extension	Lease and security duration can diverge.	Does the guarantee end on a calendar date, and does any renewal revive it?
Assignment or change of control	A transfer may release the tenant but leave the founder exposed unless the documents say otherwise.	Is release automatic upon an approved transfer to a creditworthy replacement?

Clause issue	Why it matters to exposure	Question to record for counsel
Amendments	Material economics can change after signature.	Must the guarantor consent in writing to rent, term or scope changes?
Default and notice	Trigger, cure and notice language control when exposure is asserted.	Which notices must the founder receive, at what address, and when?
Solidarity and waivers	These words can alter collection sequence and defences.	Which statutory benefits are waived, and what remains available?
Insolvency wording	Security text may address events beyond ordinary payment default.	How does the clause operate in the actual insolvency process?
Release evidence	An oral assurance is hard to administer later.	Will the landlord deliver a signed release within a fixed period?

The table's central lesson is that a single dollar cap does not solve every drafting problem. A **$50,000 cap plus uncapped restoration and costs** is economically different from a true aggregate cap of $50,000. A cap that falls only while no default has ever occurred is different from one that resumes after a cured default. Each variable belongs in both the document and the model.

Use a controlled pre-signing workflow

- **Landlord:** request the full security rationale and ask which alternatives would satisfy it.
- **Broker:** obtain current comparable rents and concessions; BDC identifies a commercial realtor as a source of current local lease rates (bdc.ca).
- **Accountant:** test cash flow, tax recovery, deposit opportunity cost and covenant headroom.
- **Insurer:** confirm property, liability and leasehold-improvement coverage; property insurance and liability insurance address different risks (desjardins.com).
- **Lawyer:** review the offer before it becomes binding, then reconcile every final lease and security document.
- **Founder:** maintain one version-controlled issue list with the proposed term, owner, status and resolution.

The negotiation record should capture each issue in five fields: **clause reference**, **current language**, **requested outcome**, **business reason** and **final resolution**. Keep the landlord's written response and the final execution copy. The Canadian Federation of Independent Business emphasizes returning to the original contract to determine the governing rules (cfib-fcei.ca).

Exposure Calculator and Scenario Analysis

Editable model

The model uses contract inputs, not a prediction of enforceable damages. Enter amounts before sales tax unless counsel or the document requires another convention. Revenu Québec states that taxable supplies generally carry **5% goods and services tax and 9.975% Quebec sales tax**, and includes commercial-building rentals among taxable supplies (revenuquebec.ca) (revenuquebec.ca). Ask the accountant whether input tax credits or refunds affect the company's cash model, but do not assume they reduce the guarantor's contractual cap.

Use these fields:

- **B:** monthly base rent at the scenario date.
- **A:** monthly additional rent, including estimated reconciliations.
- **M:** months remaining in the covered period.
- **O:** other covered one-time obligations already due.
- **R:** documented restoration estimate.
- **L:** legal-cost allowance, only as the clause and counsel direct.
- **C:** aggregate contractual cap, or blank if uncapped.
- **D:** burn-off cap effective on the scenario date.

The **gross modelled exposure** is `(B + A) × M + O + R + L`. The capped result is the lesser of that amount and `C`, but only if the cap includes every component. For a declining guarantee, substitute the effective `D` and separately test whether all release conditions are satisfied.

Worked Scenarios (Hypothetical Example)

Assume, solely for illustration, monthly base rent of **$6,000**, additional rent of **$2,000**, **24 months** remaining, **$15,000** restoration, **$5,000** other obligations and a **$10,000** legal-cost allowance. The uncapped model is `(\$6,000 + \$2,000) × 24 + \$15,000 + \$5,000 + \$10,000 = \$222,000`.

Table 2 applies four security structures to the same hypothetical facts.

Structure	Illustrative rule	Modelled personal exposure	Drafting point
Uncapped	All modelled covered obligations	**$222,000**	Confirm whether mitigation, accelerated rent and costs are addressed; do not treat this output as recoverable damages.
Fixed cap	True aggregate cap of $75,000	**$75,000**	State whether restoration and legal costs are inside the cap.
Declining cap	Current scheduled cap of $40,000	**$40,000**	Verify the reduction occurred and was not blocked by a default condition.
No personal guarantee	Company remains the tenant; no individual suretyship or indemnity	**$0 under this personal-guarantee model**	The company may still owe $222,000 in the scenario, and other security may be at risk.

The table isolates **personal** exposure from tenant-company exposure. It should be rerun at signature, after each rent step-up, after operating-cost reconciliation, before renewal and before any assignment or amendment. The fixed-term lease itself normally ends at term expiry, but guarantee survival must still be checked independently (oaciq.com).

Negotiating the Security Package

Move from objection to alternatives

The strongest negotiation is a risk package rather than a bare “no.” The founder can ask what evidence would justify less personal exposure, then offer a structure matched to that concern. BDC recommends a realistic budget and up-to-date financial statements, and notes that price, incidentals and future increases should be clearly specified (bdc.ca) (bdc.ca).

Negotiation options to discuss with counsel include:

- **Aggregate cap:** one maximum amount covering every guaranteed obligation.
- **Rent-only cap:** a defined number of months of stated rent, with careful treatment of additional rent.
- **Burn-off:** scheduled reductions after specified dates or default-free periods.
- **Fixed expiry:** an outside calendar date, with no automatic extension on renewal.
- **Performance release:** release after audited financial or payment milestones defined in the document.
- **Assignment release:** release on landlord-approved transfer to a creditworthy replacement.
- **Consent protection:** no increase in personal scope from amendments made without written consent.
- **Notice right:** copies of default, amendment, renewal and transfer notices delivered to the guarantor.
- **Cure protection:** a cured default does not permanently cancel future burn-off.
- **Written release:** landlord must confirm release within a defined time after the trigger.

Canada-wide and non-Quebec sources describe these as drafting patterns, not Quebec rules. Holland & Knight describes a dollar cap and a burn-off that reduces liability before ending it (hklaw.com) (hklaw.com). McMillan expressly cautions about differing provincial interpretations (mcmillan.ca). Quebec counsel must adapt and interpret the final language.

Compare alternative security

A deposit moves cash risk forward. Éducaloi confirms that a Quebec commercial landlord may request a security deposit (educaloi.qc.ca). A bank guarantee moves the credit support to a financial institution, but creates bank documentation, fees and collateral or credit requirements. Desjardins describes a letter of guarantee as an irrevocable institutional undertaking and says it can cover business rent (desjardins.com) (desjardins.com).

For each alternative, document:

- **Maximum amount** at risk.
- **Who holds or issues** the security.
- **Calling conditions** and required documents.
- **Reduction schedule** and expiry.
- **Return deadline** after lease end.
- **Fees, collateral and opportunity cost**.
- **Interaction with assignment, renewal and default**.
- **Whether the personal guarantee is fully released**.

Comparing a Lease with Flexible Workspace

A flexible workspace is a separate contract choice, not automatically a lease with a shorter label. Some providers expressly characterize their agreements as memberships without tenancy interests. Others offer products described as leases. The signed agreement controls the commercial commitment.

Table 3 is the primary commitment comparison. Prices are public asking prices as of **September 19, 2026**, before taxes where the source specifies or context indicates. Obtain a live quote and contract.

Option	Public commitment or price evidence	Items to verify before comparing
Conventional Quebec office lease	User-entered base rent, additional rent, area, term and security. Montreal-wide Q1 2026 asking rent averaged **$19.01 net and $36.06 gross per square foot** in Colliers' table (collierscanada.com).	Personal guarantee, deposit, operating-cost reconciliations, taxes, improvements, restoration, insurance, renewal and assignment.
2727 Coworking, direct provider	**$1,400 monthly three-person office and $3,000 monthly ten-person office** (2727coworking.com) (2727coworking.com). The site lists 24/7 access, internet and other amenities (2727coworking.com).	Executed membership term, deposit, renewal, cancellation, included meeting-room use, access rules, taxes and any individual security.
WeWork Montreal	A two-person office was advertised from **C$770 monthly**, based on a **12-month commitment** (wework.com) (wework.com).	Fees, taxes, deposit, exact office, renewal, cancellation, included credits and restoration.
XenoSpace	Private offices are advertised with **terms starting at four months**, including furniture, internet, utilities and parking (xenospace760.com) (xenospace760.com).	Live price, exact term, assigned office, deposit, renewal, cancellation, meeting-space access and individual security.
Other flexible office	Montréal CoWork advertises periods from one week to two years; Swivl lists monthly, six-month and annual plans (montrealcowork.com) (swivl.ca).	Whether the product is a lease, licence or membership, plus price, assigned space, services, deposit, notice and renewal.

This table is not a claim that flexible space is always cheaper. A conventional lease can provide control, branding and long-term occupancy economics. A flexible office can reduce fit-out work and shorten the commitment, but its per-person price may be higher and its contract may still renew automatically or require a retainer. Regus's published global terms, for example, state automatic renewal and a non-interest-bearing service retainer (assets.regus.com). Compare **total cash outlay through the earliest valid exit date**, not the headline monthly rate.

The comparison worksheet should include:

- **Committed months** through the earliest valid cancellation date.
- **Recurring occupancy cost** including taxes and mandatory fees.
- **Deposit or retainer** and expected return date.
- **Furniture, internet, utilities and cleaning** included or excluded.
- **Meeting-room and printing allowances** and overage rates.
- **Fit-out, moving and restoration** cash flows.
- **Personal security** and its survival period.
- **Expansion and contraction** rights without a new long commitment.

Data Analysis and Evidence

Market numbers are context, not guarantee benchmarks

Montreal rent data help test the tenant's occupancy budget, but they do not establish a "normal" personal guarantee. The Colliers table reports net and gross asking rent separately, while lease documents may allocate additional costs in still another way. That is why multiplying a quoted net rent by area and months can understate the all-in obligation.

Current reports also use different measures. Altus Group reported **16.4% Montreal office availability in Q2 2026**, including **14.7% for Class A** and **18.5% for Class B** (altusgroup.com) (altusgroup.com) (altusgroup.com). Colliers reported **17.0% vacancy** for Montreal in Q1 2026, with weighted asking gross rent of **$36.06 per square foot** (collierscanada.com). Availability and vacancy are not interchangeable, and the quarters differ. The defensible use is as negotiating context, followed by current building-specific comparables from the broker.

The model's most sensitive inputs are usually:

- **Remaining months:** each extra month adds `B + A` before one-time items.
- **Additional rent:** uncertainty compounds across the covered period.
- **Cap perimeter:** exclusions can make a stated cap incomplete.
- **Release timing:** a one-day drafting difference can add a renewal or extension issue.
- **Restoration:** the tenant generally returns the premises in received condition, subject to normal wear and the lease (educaloi.qc.ca).
- **Sales tax cash flow:** tax may be recoverable by an eligible registrant, but timing and eligibility need accountant review.

In the hypothetical example, every additional covered month adds **$8,000**. A six-month reduction in exposure is therefore worth **$48,000** before considering caps. Moving the fixed cap from $75,000 to $50,000 reduces the modelled personal maximum by **$25,000**, while putting $20,000 of restoration outside the cap raises total modelled exposure back to $70,000. These are arithmetic consequences of assumptions, not legal conclusions.

Implications and Future Directions

The most useful future practice is to treat personal security as a monitored obligation rather than a signature-page detail. The company should refresh the model after annual additional-rent statements, amendments, option exercises, ownership changes and proposed transfers. It should also keep evidence that every burn-off or release condition was satisfied.

Three governance changes follow:

- **Board visibility:** record the maximum modelled personal exposure and alternatives considered before authorization.
- **Calendar controls:** track renewal notices, burn-off dates, release certificates and assignment-consent deadlines.

- **Document integration:** never execute an amendment without checking its effect on the security package.

Space strategy should remain reversible where headcount or location needs are uncertain. BDC advises considering a shorter lease when future needs are unclear, even if the price per square foot is higher, because exit may be easier (bdc.ca). The same reasoning supports comparing a smaller office, flexible workspace or staged expansion against a larger lease with personal security.

None of those alternatives should be assumed to eliminate guarantees. Public provider pages rarely disclose the complete deposit, cancellation, renewal and security package. The future direction is therefore better **contract-to-contract comparison**: convert every option into committed cash through the earliest valid exit, assets pledged, personal exposure, operational services and documented release mechanics.

Frequently Asked Questions (FAQs)

What is a personal guarantee in a Quebec commercial lease?

In Quebec Civil Code terminology, **cautionnement** is an express contract under which the surety undertakes toward the creditor to perform the debtor’s obligation if the debtor does not. The actual document may use other labels or combine concepts, so counsel should characterize the complete wording rather than rely on its title.

How is commercial lease guarantee exposure calculated?

For screening, calculate `(monthly base rent + monthly additional rent) × covered remaining months`, then add covered arrears, one-time obligations, restoration and legal costs. Apply a genuine aggregate cap or current burn-off amount only as the contract directs. Do not label the result enforceable damages.

How long does a Quebec commercial lease guarantee last?

There is no universal duration. It may end on a date, after a stated period, on release, or with the covered lease obligations. Article 1881 addresses third-party security and reconduction, but exercised renewals, extensions and new documents require clause-specific Quebec advice.

Can a founder negotiate a limited personal guarantee?

Yes, scope and amount are negotiation subjects. Possible proposals include a dollar cap, rent-only cap, declining amount, fixed expiry, performance release, assignment release and consent protection for amendments. No public authority supplies a standard Quebec number or period.

What is the difference between a guarantee and an indemnity?

McMillan’s Canada-wide overview describes an indemnifier as primarily liable and a guarantor as secondarily liable (mcmillan.ca) (mcmillan.ca). It also warns that labels do not necessarily control interpretation. That common Canadian drafting description is not a substitute for Quebec civil-law analysis of the actual clause.

What can replace a personal guarantee?

Possible negotiated alternatives include a cash deposit, bank guarantee, corporate guarantee, movable hypothec, smaller space, shorter commitment or flexible workspace. Each shifts rather than erases risk. Compare amount, cost, calling conditions, expiry, return mechanics and whether the individual is expressly released.

Does assignment automatically release the guarantor?

Do not assume so. The lease, assignment consent and security document should expressly state whether the outgoing tenant and guarantor are released. The founder should require a signed release rather than infer one from the transfer.

How is a Quebec commercial lease personal guarantee enforced?

Enforcement depends on the clause, the debtor's default and any available defences. Under the Code's default structure, a surety invoking the benefit of discussion must raise it in the action, identify seizable debtor assets and advance the necessary costs (legisquebec.gouv.qc.ca). Solidary wording or express waivers may change that sequence. Quebec counsel should assess the executed documents, notices, payment history and current circumstances before the founder responds to a demand.

When is immediate Quebec legal advice warranted?

Seek advice before signing if the documents use **solidary co-debtor**, waive statutory benefits, contain both guarantee and indemnity language, have no aggregate cap or end date, cover renewals or amendments without consent, place costs outside the cap, lack clear release language, or conflict with the negotiated offer. BDC calls commercial-lawyer involvement critical in lease negotiation (bdc.ca).

Conclusion

A Quebec founder should not treat a personal guarantee as a routine appendix. It is a separate allocation of risk whose amount, triggers, duration and release depend on the integrated lease and security documents. The correct first response is to quantify the requested exposure, identify what sits outside any cap, and ask Quebec counsel to interpret the clause.

The decision should compare at least four scenarios: uncapped, capped, declining and no personal guarantee. It should also compare security alternatives and workspace contracts using total committed cash through the earliest valid exit. A deposit, bank guarantee or flexible office may reduce one kind of personal exposure while creating another cash, fee, renewal or operational commitment.

The practical stopping rule is simple: do not sign until the founder can state, in numbers and dates, the maximum modelled personal exposure, the events that reduce it, the events that may extend it, and the document that proves release. The calculator and checklist establish that decision record. Quebec counsel determines what the actual words do.

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.

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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