



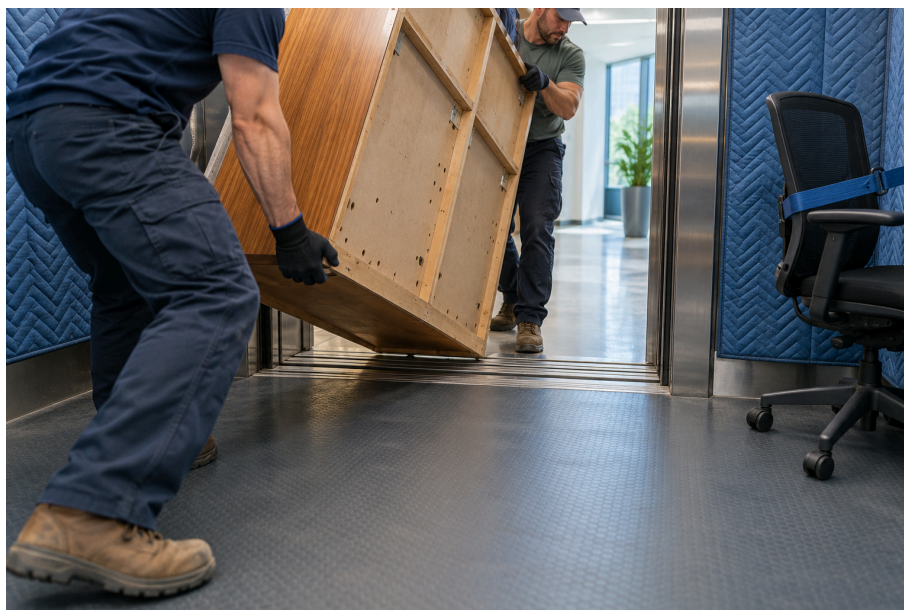
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Register Commercial Lease Montreal: Building-Sale Risk Gate

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Executive Summary

A Montreal team that signs a multi-year office lease in Quebec is not exposed to an automatic eviction when the building is sold: the Civil Code of Québec (CCQ) states that a sale "does not terminate the lease by operation of law" (www.legisquebec.gouv.qc.ca). The exposure is narrower and more conditional. Under article 1887, if a fixed-term immovable lease has more than **12 months** remaining at the date of the sale, the buyer may end it "upon expiry of the 12 months by giving the lessee written notice of six months" (www.legisquebec.gouv.qc.ca), unless the lease was registered before the sale deed was registered (www.legisquebec.gouv.qc.ca). When 12 months or less remain, the Quebec real estate brokerage regulator (OACIQ) states that "no one can terminate it prematurely" (www.oaciq.com).

The practical answer to "should we register?" therefore depends on three inputs: the term type, the months remaining at the date of any sale, and the order in which two documents reach the Land Register. A lease published before the deed of sale binds the buyer "until the end of its term, regardless of duration" (www.oaciq.com). An indeterminate-term lease gains nothing from publication, because it "does not affect the term of the lease or the possibility of premature termination" (www.oaciq.com). The Chambre des notaires du Québec (CNQ) confirms that a tenant is "entitled to have your lease registered in the land register" even if the landlord objects, and that owners may only require that no monetary amount, such as the rent, appears on the notice (www.cnq.org).

Registration is a modest, mostly professional task. The notice must be attested by a notary or lawyer (portail-info.foncier.gouv.qc.ca), presented electronically (portail-info.foncier.gouv.qc.ca), and the government's tariff lists an "Inscription de droit" at **\$145 per requisition** as of April 2026, a line that does not name a notice of lease, so the presenting professional should confirm which line applies (cdn-contenu.quebec.ca). Professional fees are set by each notary, who must charge fees that are "justes et raisonnables" (fair and reasonable) (www.protegez-vous.ca); get a written quote for the professional fee. Publication protects only what is published: a later amendment conferring new rights needs its own publication (langlois.ca).

Building sales are not rare events. Altus Group counted **\$720 million** of Montreal office transaction volume in the first half of 2026, up **149%** year over year (a rise Altus says partly reflected an exceptionally weak prior-year comparison) (www.altusgroup.com). A flexible private office may change the sale-timing question, but whether a given agreement is a lease is a legal qualification that a professional should review

(www.canada.ca). This report supplies a scenario matrix, a sale timeline and an input-based worksheet that computes a break-even probability without invented loss or fee benchmarks. This is general information and not legal advice.

Introduction and Background

Founders comparing a fixed-term commercial office lease with a flexible private office usually compare monthly cost, location and fit-out. A third variable is easy to miss: who will own the building in year two. In Quebec, a lease is "a personal right rather than a real right" (steinmonast.ca), so its effect against a stranger to the contract, such as a new owner, depends on rules about publication in the Land Register (registre foncier). Publication "allows them to be set up against third persons, determines their rank" (www.legisquebec.gouv.qc.ca), while unpublished rights still "produce their effects between the parties" (www.legisquebec.gouv.qc.ca). The registration decision is therefore a question about a future buyer, not about the current landlord.

This report is written for Montreal founders and small teams weighing a fixed-term lease against a flexible private office, or about to sign. It answers one question: when should a tenant ask a notary or lawyer to register a notice of lease, and what move disruption should be budgeted if it does not? Sources are the Civil Code text from Légis Québec (the official Quebec statute database), the guide of the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ), the Chambre des notaires du Québec (CNQ), Éducaloi (a Quebec public legal-information nonprofit), Land Register pages, law-firm explainers and market reports. CCQ means the Civil Code of Québec.

Publisher disclosure. The publisher, 2727coworking.com, is a Montreal provider of coworking desks, private offices, meeting rooms and virtual offices, so a flexible private office is an option this report compares. No fact about the publisher's own contract terms is cited as evidence.

Currency of sources. The Légis Québec pages were retrieved on October 20, 2026. The OACIQ pages cited display a "Last update" of December 16, 2022, so they are used for the structure of the rules, not as proof that nothing has changed. Verify the current text of articles 1887 and 2999.1 with counsel.

Decision in 60 seconds: what contract do you actually have?

Start with the document you hold or are about to sign, and sort it into one of five boxes:

- **Fixed-term lease of office premises, more than 12 months remaining.** The registration decision is live. An unpublished lease can be ended by a buyer under article 1887, and a published one cannot (www.legisquebec.gouv.qc.ca).
- **Fixed-term lease, 12 months or less remaining.** Registration changes nothing for the sale scenario: the buyer "must honour the lease to the end of its term, whether or not it is published in the Land Register" (www.oaciq.com).
- **Indeterminate-term lease (no end date).** Either party can end it by ordinary notice, and the buyer holds the same right as the original landlord (www.oaciq.com) (www.legisquebec.gouv.qc.ca). Publication does not alter that (www.oaciq.com).

- **Flexible private-office membership or service agreement.** Do not assume it is a registrable immovable lease. A lease is a contract by which one person provides another the enjoyment of property "in return for a rent" (www.legisquebec.gouv.qc.ca), and the label on a contract is not necessarily conclusive (www.canada.ca). Ask a professional to qualify it.
- **A sale is already under negotiation.** Treat registration as time-sensitive, because rank is decided by the "date, hour and minute" of presentation (www.legisquebec.gouv.qc.ca).

Key Rules That Decide Your Exposure

The default rule and the buyer's conditional exit

The starting point favours the tenant. A sale of the building "does not terminate the lease by operation of law" (www.legisquebec.gouv.qc.ca), and the OACIQ guide states that it "does not automatically result in the termination of the lease" (www.oaciq.com). The exception is article 1887. For a fixed-term immovable lease, "if more than 12 months remain from the date of alienation or extinction of title" (www.legisquebec.gouv.qc.ca), the acquirer "may resiliate it upon expiry of the 12 months by giving the lessee written notice of six months" (www.legisquebec.gouv.qc.ca). The sentence that matters most to a tenant follows: the acquirer "may not resiliate the lease if it was registered at the registry office" before the sale deed was registered.

Three points of interpretation deserve attention. First, the benchmark is registration of the deed of sale, not its signing date; the OACIQ phrases the condition as publication "before the registration of the deed of sale itself" (www.oaciq.com). Second, article 1887 also covers the extinction of the landlord's title, for example when a hypothecary creditor takes the property in payment (steinmonast.ca). Third, a buyer's knowledge of an unpublished lease does not substitute for publication: the law firm Stein Monast states that such knowledge "does not grant the tenant the protection that would have resulted from the prior publication of the lease" (steinmonast.ca).

A discrepancy to flag. The OACIQ reads the statute as allowing termination only after the 12 months following the sale, "provided he gives the lessee written notice of at least six months" (www.oaciq.com). The CNQ's consumer example is phrased differently: a new buyer "may send you a six-month notice to vacate the premises within 12 months" (www.cnq.org). This allows two readings: a notice sent during the first year that takes effect at month 12 or later, or a notice sent at month 12 that takes effect at month 18. This report does not resolve the question; for planning, the lost-term scenarios run from month 12 to month 18 after the sale, and counsel should state which applies. The OACIQ adds that a buyer who fails to give the written notice loses the right to terminate (www.oaciq.com).

Fixed term, indeterminate term and the 12-month threshold

- **Indeterminate term.** Both landlord and tenant "may terminate a lease simply by giving notice", with a period matching the rent payment period and capped at three months for longer rent periods (www.oaciq.com). The buyer already holds this right, so the 12-month mechanism does not govern this case (www.legisquebec.gouv.qc.ca).
- **Fixed term, 12 months or less remaining at the sale.** No one can terminate prematurely, published or not (www.oaciq.com).

- **Fixed term, more than 12 months remaining.** Publication before the deed of sale separates a buyer who must honour the lease from one with a conditional exit right (www.oaciq.com).

Two events can move a lease between categories. A fixed-term lease ends at expiry, but a tenant who stays "for more than 10 days after the expiry" without landlord opposition renews tacitly (www.legisquebec.gouv.qc.ca), for one year on the same conditions according to the OACIQ (www.oaciq.com). A team that stays on after a five-year term may therefore find itself in a short fixed term with different sale exposure. Renewal options matter for publication because the notice must state "any lease renewal rights" (www.legisquebec.gouv.qc.ca). Early exit by the tenant is separate: the landlord "will most often require the lessee to pay a penalty" (www.oaciq.com).

The scenario matrix

Table 1 sorts the outcomes by term type, months remaining and publication timing, and attaches a question for counsel to each. It summarizes sources and does not replace advice on a specific contract.

Term type	Remain ing term at sale	Published before deed of sale is registered?	Statutory consequence	Question for counsel
Fixed	More than 12 months	Yes	Buyer must honour the lease to the end of its term (www.oaciq.com)	Does our notice cover renewal rights and later amendments?
Fixed	More than 12 months	No	Buyer may end the lease upon expiry of 12 months with six months' written notice (www.legisquebec.gouv.qc.ca)	Does termination take effect at month 12 or month 18 in our case?
Fixed	12 months or less	Yes or no	Nobody can terminate prematurely (www.oaciq.com)	Is remaining term measured from the date of alienation?
Indeterminate	Not applica ble	Yes or no	Ordinary notice applies; publication does not change it (www.oaciq.com)	Should we negotiate a fixed term first?
Fixed, lessor's title extinguished	More than 12 months	Depends on order	Article 1887 applies (steinmonast.ca); article 1887 addresses only the right to resiliate, and the lease's rank against an earlier registered hypothec is a separate question for counsel; publish before the creditor's notice of exercise of a hypothecary right (langlois.ca)	Who holds the hypothec, and has a notice of exercise been published?

Registration changes the outcome in exactly one cell of the fixed-term branch: more than 12 months remaining at the time of the sale. For a short remaining term or an indeterminate lease, a registration fee buys nothing in the sale scenario, although a notice may still record a renewal option (www.legisquebec.gouv.qc.ca). The last

row is the least intuitive: tenants think about a buyer, but a lender enforcing its security can produce the same result.

Publication before or after the sale: the timeline

Rank in the register follows the "date, hour and minute entered on the memorial of presentation" (www.legisquebec.gouv.qc.ca), and a published right is "presumed known to any person acquiring or publishing a right in the same property" (www.legisquebec.gouv.qc.ca). The tenant needs the notice presented ahead of the deed of sale. Stein Monast recommends publication "as soon as possible" and "in any event, prior to any transfer of ownership" (steinmonast.ca), and the OACIQ tells brokers for buyers to include "a clause regarding the verification of the Land Register" to see which leases are published (www.oaciq.com).

Table 2 shows two tracks for a fixed-term lease, with "T" the date the deed of sale is registered. The month labels are arithmetic on the statutory periods, not forecasts.

Moment	Track A: notice presented before T	Track B: no notice before T
Lease signed	Tenant may publish at any time after signing (steinmonast.ca)	Nothing is filed
Notice presented	Presentation time fixes rank to the minute	None
Deed of sale registered (T)	Buyer takes subject to the published lease	Buyer takes an unpublished lease; the 12-month period runs from the date of alienation (www.legisquebec.gouv.qc.ca)
T plus 0 to 12 months	Lease continues on its terms	Buyer has no termination right yet
T plus 12 months	Not applicable	Earliest end, if the six-month notice is given during the first year (www.cnq.org)
T plus 18 months	Not applicable	Later end under the cautious reading; counsel to confirm (www.oaciq.com)
End of term	Lease ends unless renewed (www.legisquebec.gouv.qc.ca)	Lease ends earlier only if the buyer gave proper notice (www.oaciq.com)

The two tracks are identical until the deed of sale is registered. Registration remains available at any time after signing, but its protective value against a given sale ends once that sale's deed is registered, which is why the OACIQ describes the protection as applying "as long as it occurs prior to the purchase by the new owner" (www.oaciq.com). A tenant expecting to leave within a year of signing may reasonably see little value; a tenant that has paid for fit-out on a multi-year term is in a different position.

What a registered notice does and does not protect

What it does. Publication makes the lease opposable (enforceable against third parties) (www.legisquebec.gouv.qc.ca). The CNQ describes the result as ensuring "the new buyer of the building cannot terminate the lease before the end of its term" (www.cnq.org), and BCF states that the notice "protects

the tenant against termination by a subsequent purchaser" (gpg-pdf.chambers.com). The OACIQ calls publication "optional" but "highly recommended" (www.oaciq.com).

What it does not do.

- **It does not create rights.** The Ministry states the register "ne crée ni ne confère aucun droit" (neither creates nor confers any right) (www.quebec.ca).
- **It does not change an indeterminate term** (www.oaciq.com).
- **It does not cover later changes automatically.** Publication "does not guarantee any new rights that may result from an amendment or assignment" (langlois.ca), so an amendment conferring new rights needs its own notice (langlois.ca).
- **It does not reduce the tenant's own obligations.** Landlords may ask "that a representative of your company also be personally liable" (educaloi.qc.ca) and may ask for a security deposit (educaloi.qc.ca).
- **It does not remove assignment limits.** A commercial lease can stop a tenant from subletting or assigning (educaloi.qc.ca), and the transfer of lease rights follows the same publication regime (www.legisquebec.gouv.qc.ca).
- **It is not a guarantee against every termination.** This report reviews only the sale-based exit in article 1887, not every ground on which a lease may end.

Landlord confidentiality: notice versus full-lease publication

Landlords commonly resist publication because they do not want concessions visible. The OACIQ explains that "a lessor may not wish for all current or future lessees to know" about negotiated benefits, so what is often published is "a summary of the lease that is published in the form of a notice" (www.oaciq.com). The CNQ notes that owners cannot prohibit registration but "may require that no monetary amount, such as the rent amount" appears (www.cnq.org), and Stein Monast describes the notice as avoiding "making the entire lease and its financial terms, such as the rent, publicly available" (steinmonast.ca).

The legal boundary is article 2936: "Any renunciation or restriction of the right to publish a right" is without effect (www.legisquebec.gouv.qc.ca). The OACIQ applies this to leases: a clause "intended to waive the lessee's right to have the lease published would be without effect" (www.oaciq.com). That does not make a lease silent on method. It is "not contrary to public order to require that a specific method be used" (steinmonast.ca), and Langlois describes leases that make landlord consent a step before publication (langlois.ca) or oblige the tenant to delete the notice at its own expense at the end (langlois.ca). The notice itself identifies the lessor and lessee, describes the immovable and states dates and renewal rights; the CNQ says the register usually shows "the name of the lessor" and the other core particulars (www.cnq.org). A Mondaq article from 2001 reports that the content list is not exhaustive and may mention exclusivity, first-refusal or purchase-option clauses (mondaq.com); check that against current practice. A negotiating suggestion, which is analysis and not a sourced rule, is to settle at signing that the landlord accepts the notice-only route and will cooperate on it.

Is a flexible private office a lease at all?

A lease provides property "in return for a rent" (www.legisquebec.gouv.qc.ca), and the Canada Revenue Agency's GST/HST policy P-062 says that in Quebec the distinction between a lease and a licence for immovables follows civil law principles (www.canada.ca) and that the agreement's own description "n'est pas nécessairement concluant" (is not necessarily conclusive) (www.canada.ca). That is a 1993 tax policy, not a ruling on any coworking contract. Operators describe their own position: Regus states that "Regus contracts are not rental agreements, leases or tenancies" and that there is "no minimum rental period" in Montreal (www.regus.com). These are an operator's statements about its own product, not a legal finding.

If a flexible agreement is a short service contract, the sale-timing problem is replaced by another: the operator itself may lose its right to occupy. If it is long, fixed-term and tied to a defined suite, ask a professional whether it behaves like a lease, and request the full written agreement either way.

Implementation Considerations and Process Changes

Who files, and the document checklist

Registrations are presented through the Land Register's online service, which "permet aux professionnels (notaires, avocats, arpenteurs-géomètres, etc.)" (allows professionals such as notaries, lawyers and land surveyors) to submit requisitions (www.quebec.ca). The Ministry's fact sheet on notices of lease states that the document "doit être présenté sur support technologique" (must be presented on technological support) (portail-info.foncier.gouv.qc.ca), that the content must in all cases be attested by a notary or lawyer (portail-info.foncier.gouv.qc.ca), and that the requisition type to select is "Droits (Acte au long)" (portail-info.foncier.gouv.qc.ca). The statute describes the same step as a notice that "must in all cases be verified by a notary or an advocate" (www.legisquebec.gouv.qc.ca) and presented "to the Land Registrar" (www.legisquebec.gouv.qc.ca). The adjoint officer refuses a requisition that does not meet the rules (www.quebec.ca), so errors cost time. The Ministry's fact sheet is an aide-mémoire whose "contenu n'a aucune valeur légale" (content has no legal value) (portail-info.foncier.gouv.qc.ca); the statute and a professional's advice prevail.

A document checklist for the first meeting with the notary or lawyer:

- **The signed lease and every amendment**, including schedules, so that term, renewal options and any special rights can be summarized accurately.
- **Legal names and addresses of lessor and lessee**, matching the registered owner; the notice identifies both parties.
- **The cadastral lot number of the building**, because the notice must give "the cadastral designation of the property where the lease premises are located" (steinmonast.ca). The Ministry notes that the lot number is needed to access the Index des immeubles (www.quebec.ca), and the free Infolot viewer searches by lot number, address or postal code (appli.foncier.gouv.qc.ca).
- **A search of the register for existing rights**. The Index des immeubles shows transfers and charges on a lot, and the Ministry warns that "l'avis juridique d'un professionnel" (a legal professional's advice) may be required to confirm rights (www.quebec.ca). A certified statement of subsisting rights (the former

"certificat de recherche") can take "un délai de plusieurs semaines" (several weeks) to order (www.quebec.ca).

- **Landlord consent documents if the lease requires them**, with the understanding that a clause cannot prevent publication but may require a particular method (steinmonast.ca).
- **A decision on confidentiality**: confirm that the notice will carry no rent or other monetary amounts (www.cmq.org).
- **A diary entry for the end of the lease**, because leases may require the tenant to delete the notice (langlois.ca), and voluntary deregistration needs only the tenant's signature according to the Ministry's fact sheet (portail-info.foncier.gouv.qc.ca).

What it costs

The government fee is the one number that can be stated from an official source. The Ministry's tariff sheet, updated on March 25, 2026, lists "Inscription de droit" (covering sales, hypothecs and notices, among others) at \$145 per requisition, in force from April 1, 2026 (cdn-contenu.quebec.ca). The tariff does not name "avis de bail" on that line, and the sheet's fee is the Ministry's alone; it excludes professional fees, taxes and search costs. Which tariff line applies to a given notice should be confirmed by the professional presenting it.

Professional fees are not set by tariff. A Chambre des notaires article republished by Protégez-Vous (dated June 2014) states that notaries "doivent eux-mêmes fixer leurs honoraires" (must themselves set their fees) (www.protegez-vous.ca) and that any notary must charge "des honoraires justes et raisonnables" (fair and reasonable fees) (www.protegez-vous.ca). A BCF commentary in a 2026 legal guide says registration fees are "modest and typically borne by the tenant" but gives no dollar figure (gpg-pdf.chambers.com). Because notary and lawyer fees are not tariffed, no range is stated here; get a written quote. For leases whose term including renewals exceeds 40 years, Stein Monast notes that transfer-duty information must be added and the tenant pays the duties (steinmonast.ca), which is not relevant to most small-team leases.

Data Analysis and Evidence

The quantitative record for this topic is thin on registration itself and richer on the market context.

Regulatory numbers

The legal quantities are few and fixed: 12 months before a buyer's right opens, six months of written notice, ten days of occupation after expiry that trigger tacit renewal (www.legisquebec.gouv.qc.ca), and the Ministry fee (cdn-contenu.quebec.ca). The share of Montreal commercial tenants who register is not known.

Market context: how often do buildings change hands?

Altus Group reported total Montreal commercial real estate investment of **\$5.7 billion** in the first half of 2026, up 38% year over year (www.altusgroup.com), with office sector volume of **\$720 million**, up **149%**, a rise Altus says partly reflected an exceptionally weak prior-year comparison (www.altusgroup.com). Its deal counts were 31 Class A office transactions covering about 855,000 square feet and 13 Class B transactions covering about 207,000 square feet (www.altusgroup.com). That is 44 Class A and B office transactions in the first half of

2026; Altus does not describe each as a sale of a whole building, so this is only indirect evidence that a sale during a multi-year lease is a plausible event, although the data do not say how many of those buildings contained small-team tenants or unpublished leases.

Vacancy sources differ by method. CBRE reported Greater Montreal Area (GMA) office vacancy of **18.0%** in the second quarter of 2026, "the lowest figure since Q2 2023's 17.6%" (mktgdocs.cbre.com), with Class AAA overall vacancy at 6.3% even as direct vacancy for that category fell (mktgdocs.cbre.com). Cushman & Wakefield reported **16.7%** in the third quarter of 2026, down from 18.2% a year earlier (assets.cushmanwakefield.com), and an average asking gross rent of **\$36.21 per square foot** (assets.cushmanwakefield.com). These two figures come from different publishers and quarters, so they should not be compared as a trend. CBRE also reports sublet vacancy of **1.4 million square feet**, down **12.4%** (mktgdocs.cbre.com). The useful reading for a small team is directional: falling vacancy gives a tenant less room to insist on custom clauses, so a registration cooperation clause is better raised before signing than after.

CBRE's 2026 outlook says clients "are looking for shorter-term leases, expansion and contraction rights, and adaptable workspaces" (www.cbre.com). That describes demand, not a measured average lease term; this article does not state a typical Montreal office lease length.

Small-business and workplace context

Innovation, Science and Economic Development Canada (ISED) counted **1.10 million** employer businesses in Canada at December 2024 (ised-isde.canada.ca), defining a small business as one with "1 to 99 paid employees" (ised-isde.canada.ca), and reports **228,622** small employer businesses in Quebec (alongside 410,154 in Ontario) (ised-isde.canada.ca). On workplace patterns, Statistics Canada reports that "the proportion of Canadians working exclusively from home continues to decrease" (www150.statcan.gc.ca), and the Institut de la statistique du Québec reported a 2022 telework rate of **45%** in the Outaouais and Montréal regions (statistique.quebec.ca). Colliers' older national study found flexible space was 1.1% of Canadian office inventory at the end of 2019 (knowledge-leader.colliers.com); that is dated, so the current flexible-space share of the Montreal market is not covered here.

What this report cannot tell you

The worksheet relies only on figures you supply for relocation cost and business interruption, because there is no authoritative benchmark for them. Notary and lawyer fees for a notice of lease are not tariffed, so get a written quote. Nor is there a source for how many commercial leases are registered, or how often unpublished leases are terminated after a sale. The OACIQ pages date from December 2022 and the Mondaq article from 2001; both are used only for stable mechanics, and the statute text should be checked for the current rule.

Worksheet: Comparing Interruption Exposure, Relocation Effort and Flexible Alternatives

The worksheet turns the legal rules into a decision using the reader's own numbers, and avoids benchmark figures for loss or fees. If a buyer ends a lease, the tenant also stops paying that lease's rent, so the loss is not the remaining rent; it is unrecovered fit-out, the cost and downtime of moving, and any increase in occupancy

cost on replacement space. The value of registration is the avoided exposure multiplied by the chance that a sale and a termination notice occur, and that chance is the reader's own judgment.

Step 1: confirm whether the exposure exists

Compute the **months remaining (R)** at the earliest plausible sale date. If R is 12 or less, or the lease is indeterminate, the sale-exit exposure is outside the registration decision (www.oaciq.com). If R exceeds 12, the lease could end at month 12 or month 18 after the sale under the two readings above, so the **term at risk** is roughly between R minus 18 and R minus 12 months (www.oaciq.com). This is arithmetic on the statutory periods.

Step 2: price the interruption (all inputs from the reader)

- **Unrecovered fit-out (A):** fit-out paid for, minus the portion already used or recovered.
- **Move labour (B):** move days multiplied by people multiplied by a loaded daily cost.
- **New-space setup (C):** deposits (educaloi.qc.ca), IT, signage, printed address changes and customer notices.
- **Downtime (D):** days of reduced operations multiplied by the daily contribution lost.
- **Occupancy-cost change (E):** replacement monthly cost minus current cost, multiplied by the months of the old term remaining after the termination date; use zero if negative.

Exposure (X) = A + B + C + D + E.

Step 3: price the protection and compute the break-even probability

- **Registration cost (K):** the government fee, which was \$145 per requisition on the tariff updated March 25, 2026 (cdn-contenu.quebec.ca), plus the professional fee on a written quote from the notary or lawyer, plus any cost of deleting the notice at the end (langlois.ca).
- **Break-even probability = K divided by X.** This formula assumes registration fully removes the sale-exit exposure, and the exposure exists only if more than 12 months of the fixed term remain at the date of a sale. If the chance that a sale occurs and the buyer ends the lease is higher than this fraction, registration pays for itself on the reader's own numbers; if it is lower, registration is an insurance purchase the team may still choose to make.

(Hypothetical Example.) Suppose A = \$18,000, B = \$6,000, C = \$4,000, D = \$7,500 and E = \$24,000, so X = \$59,500. These are illustrative figures for arithmetic, not benchmarks. With only the \$145 government fee, K divided by X is about 0.2%; each additional \$595 of quoted professional fees adds one percentage point to the break-even probability. A team that thinks a sale is unlikely may still find the break-even low enough to justify registration.

Step 4: compare the options

Table 3 compares the four ways a small team can occupy space with respect to the sale-of-building risk. It includes a flexible private office from the publisher and from another operator, because the decision is often between a lease and a flexible private office.

Option	Sale-of-building exposure	Registration route	Cost items to model	Open questions
Fixed-term lease, notice published before sale	Buyer may not resiliate; lease runs to term	Notary or lawyer presents a notice (portail-info.foncier.gouv.qc.ca)	\$145 government fee (cdn-contenu.quebec.ca) plus a quoted professional fee; deletion at end (langlois.ca)	Amendments, renewals and assignments need their own review (langlois.ca)
Fixed-term lease, no notice	Buyer may end it after 12 months on six months' notice if more than 12 months remain	None	Exposure X from the worksheet	Is a sale being negotiated? Is a creditor involved? (steinmonast.ca)
Indeterminate-term lease	Ordinary notice by either party; publication does not help	Not useful for the sale scenario	Notice-period costs of moving	Can a fixed term be negotiated?
Flexible private office or membership (for example 2727 Coworking, the publisher of this report, or another Montreal operator)	Depends on the agreement; the qualification as lease or service contract needs professional review (www.canada.ca)	Not assumed registrable; one operator states its contracts are not leases (www.regus.com)	Monthly fee, any notice period, move-in and move-out time; no cost figures are cited here	Request the written agreement; ask what happens if the operator's own lease or ownership changes

The table shows the comparison is not a simple cost ranking. A flexible option can reduce lock-in because an operator states there is "no minimum rental period" (www.regus.com), but it does not settle who controls the space. A published fixed-term lease can be the more stable choice when the remaining term is long. Nothing in the sources supports the claim that flexible space is always cheaper or always more expensive; compare total monthly occupancy cost on the reader's own quotes.

Implications and Future Directions

Negotiation timing. The best moment to secure registration cooperation is signing, when the landlord wants the deal. A clause that obliges the landlord to give any consent needed for a notice-only publication (www.cmq.org) aligns with the tenant's statutory right (www.legisquebec.gouv.qc.ca) and the landlord's confidentiality interest (www.oaciq.com).

Amendments and renewals are the weak point. Because a notice does not carry later rights automatically (langlois.ca), a tenant that extends the term or adds a renewal option after publication needs a further notice. A calendar entry for each amendment is a low-cost control. Tacit renewal can also quietly reset the term.

Process outlook. The Land Register already requires electronic presentation (portail-info.foncier.gouv.qc.ca), and a certified search can take several weeks (www.quebec.ca). Articles 1887 and 2999.1 may be amended, and the sources here have different ages, so confirm current text, procedure and fees with a notary or lawyer.

Questions for the owner before signing:

- Is the building listed for sale, under offer or subject to a letter of intent?

- Is the property mortgaged, and does the lender object to a notice?
- Will the lease commit the landlord to cooperate on a notice-only publication?
- Does the lease require a specific method, consent or deletion at the end? (steinmonast.ca) (langlois.ca)
- Who bears registration and deletion costs?

Questions for counsel:

- Does a buyer's termination on our lease take effect at month 12 or month 18 after the sale?
- Must the notice be republished after each amendment, renewal or assignment? (langlois.ca)
- If the owner's creditor enforces its security, does our publication order protect us beyond the resiliation rule in article 1887, given the rank of any earlier registered hypothec? (langlois.ca)
- If we choose a flexible private office, is the agreement a lease for the purposes of article 1887?
- What is the full written quote, including the Ministry fee and search costs?

Frequently Asked Questions (FAQs)

Should a tenant register a commercial lease in Quebec?

If the lease is fixed-term, more than 12 months will remain at any sale, and you have invested in fit-out, registration is worth pricing. The OACIQ calls publication "optional" but "highly recommended" (www.oaciq.com). It does not change the sale scenario for an indeterminate lease or one with 12 months or less remaining.

What happens to an office lease if the building is sold?

The sale does not automatically end the lease (www.oaciq.com). If it is fixed-term, unpublished and has more than 12 months remaining, the buyer may end it after the 12 months on six months' written notice.

How does registration at the Land Register work for a commercial tenant?

A notice is presented to the Land Registrar (www.legisquebec.gouv.qc.ca), attested by a notary or lawyer (portail-info.foncier.gouv.qc.ca) and filed electronically (portail-info.foncier.gouv.qc.ca). It states the parties, the immovable, the dates and renewal rights.

Is a lease a real right, and what does "opposable to a buyer" mean?

Stein Monast describes a lease as a personal right, not a real right (steinmonast.ca). Publication lets it be set up against third persons, such as a buyer, and fixes its rank.

Can the landlord stop a tenant from registering?

No. The CNQ states you are entitled to register even if the lessor opposes it (www.cnq.org), and a restriction on that right is without effect. The landlord may require that no monetary amount appears (www.cnq.org).

What does it cost to register a commercial lease in Quebec?

The government fee is \$145 per requisition for an "Inscription de droit" on the tariff updated March 25, 2026; the tariff line should be confirmed by the presenting professional. Notary or lawyer fees are set by the professional and must be fair and reasonable (www.protegez-vous.ca); fee levels are set by the professional, so get a written quote.

Which Civil Code articles apply?

Article 1851 defines the lease. The sale rule is article 1887, the notice mode is article 2999.1, and article 1852 says lease rights may be published (www.legisquebec.gouv.qc.ca).

What is a risk checklist for a small business signing a Montreal office lease?

Check the term type and remaining months, the registered owner, any sale or creditor action in progress, the notice-only route, renewal and assignment clauses, personal guarantees (educaloi.qc.ca), deposits (educaloi.qc.ca) and deletion costs. The CNQ advises consulting a notary before signing (www.cnq.org).

Conclusion

For a Montreal small team, whether to register an office lease reduces to a narrow test. If the lease has a fixed term and more than 12 months will remain when the building is sold, an unpublished lease leaves the buyer with a conditional exit right, and a lease published before the deed of sale is registered removes it. If the lease is indeterminate, or a year or less will remain, registration does not change the sale outcome.

The costs of acting are small and mostly professional: a government fee and a notary or lawyer's quoted fee. The costs of not acting are the reader's own: unrecovered fit-out, a forced move, downtime and any higher occupancy cost, which the worksheet converts into a break-even probability without invented benchmarks. A flexible private office changes the shape of the risk rather than removing it. Because this report is general information drawn from sources of different ages, the final step belongs to a notary or lawyer who can read the actual lease, check the register and confirm current rules.

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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