A judgment rendered by a civil court in Quebec may be valid for life

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Executing a judgment in Quebec

In Quebec, a bailiff can proceed with the forced execution[1] of a judgment rendered by a civil court, such as the Court of Québec or the Superior Court,[2] as soon as it becomes final,[3] in accordance with article 656 of the *Code of Civil Procedure* (C.C.P.).

Execution process

The execution process begins when the creditor (the party having won the case) sends their instructions to a bailiff, who transcribes them into a notice of execution. The notice is then filed in the Court record and can be consulted free of charge at the court office or on SOQUIJ, for a fee.

Prescription and renewal of debt

A debtor who has been ordered by judgment to pay a sum of money should know that the debt can be recovered for 10 years, and that if the creditor executes the judgment in those 10 years but the debt goes unpaid, a new 10-year prescription period will start to run and the debt will remain owing. Article 2924 of the *Civil Code of Québec* (C.C.Q.) states that “[a] right resulting from a judgment is prescribed by [is extinguished after] 10 years if it is not exercised.”

A creditor who has been unable to execute their judgment within the 10-year prescription period has the possibility of interrupting prescription by filing a notice of execution and making sure to serve it on the debtor, in accordance with article 2892 para. 2 C.C.Q. Clearly, a well-informed creditor will be

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able to indefinitely renew the prescription period to execute their judgment, until the debt has been paid in full.

To constitute a valid interruption, the notice of execution must absolutely be filed with the court and be served on the debtor, but the subsequent seizure need not be conclusive.

Jurisprudential confirmation

Mohawk Council of Kanesatake v. Sylvestre

This method of interrupting the extinctive prescription of rights resulting from a judgment has just been confirmed in *Mohawk Council of Kanesatake* v. *Sylvestre*, 2025 SCC 30:

[62] ... The filing and service of the notice, itself part of the judicial application for seizure, interrupted prescription in 2016 pursuant to art. 2892 *C.C.Q.*

Here is an excerpt of the Honourable Court's summary:

... [F]iling and serving a notice of execution counts as a judicial application that interrupts the 10-year prescription period... It did not matter that the bailiff later found nothing to be taken and suspended the seizure. It also did not matter that the bailiff did not notify the debtor that the seizure had been suspended.

... [T]he 10-year period exists to ensure people act on time and to bring stability to debtor-creditor relations, but it should not punish creditors who take the right steps before the deadline. With this decision, the Court gave clarity and certainty to both creditors and debtors about how judgment debts can be enforced and what types of events can interrupt prescription.

Additional points

Prescription is interrupted when a notice of execution is filed with the Court and served on a debtor by bailiff.
The notice of execution may include several seizure options, and the bailiff may attempt more than one, depending on the case.
An unsuccessful seizure does not result in the "judicial application" being dismissed. If this is the case, the notice of execution remains valid and has the effect of interrupting prescription, such that a new 10-year period starts to run.
There is no requirement for the bailiff to draw up minutes of a *nulla bona* if no property is seized. The bailiff can prepare minutes to certify that no property was seized, but there is no such requirement under the C.C.P., and the debtor suffers no prejudice if this is not done.
The 10-year prescription period is not interrupted if the debtor opposes the execution and the Court allows such opposition.

Conclusion

This ruling by the Supreme Court of Canada confirms that the filling and service of a notice of execution maintains the validity of a judgment for a renewable period of 10 years.

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1. The term "execution" means that a party having succeeded in a judgment may choose one or more ways to compel the other party (the debtor) to pay what is owed to them by seizing immovable property, movable property, bank accounts, wages, and so on. Article 656 para. 2 C.C.P. states that "[e]xecution may be forced if the debtor refuses to comply voluntarily and the judgment has become final."
2. Article 566 C.C.P., which deals with the recovery of small claims, states that a "judgment creditor may themselves draw up the notice of execution if the only execution measure is seizure of the debtor's income in the hands of a third person", and section 13.1 of the *Tax Administration Act* states, among other things, that the Agence du revenu du Québec may prepare and file a notice of execution and then seize a sum of money or income in the hands of a third person, but that it must hire a bailiff in other cases.
3. The term "final" in this article means that the case is over, that the judgment can no longer be appealed and that the creditor can force a debtor to comply with the judgment's orders.

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