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## Part 2

# LAWS AND REGULATIONS

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23 June 2021 / Volume 153

### Summary

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Acts 2021  
Regulations and other Acts  
Draft Regulations

Legal deposit – 1st Quarter 1968  
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### Contents

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**PROVINCE OF QUÉBEC**

1ST SESSION

42ND LEGISLATURE

QUÉBEC, 12 MAY 2021

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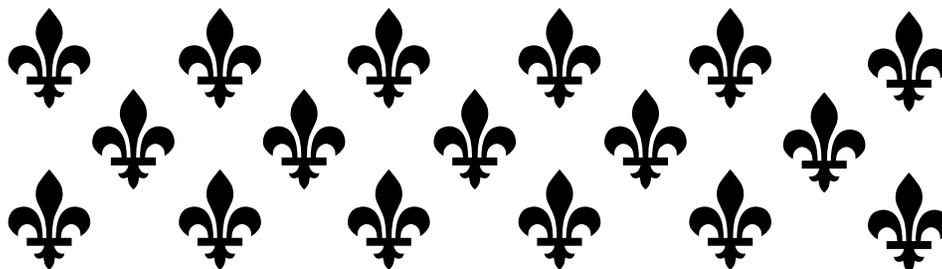
**OFFICE OF THE LIEUTENANT-GOVERNOR***Québec, 12 May 2021*

This day, at four o'clock in the afternoon, His Excellency the Lieutenant-Governor was pleased to assent to the following bill:

94      Appropriation Act No. 2, 2021–2022

To this bill the Royal assent was affixed by His Excellency the Lieutenant-Governor.





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# NATIONAL ASSEMBLY OF QUÉBEC

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FIRST SESSION

FORTY-SECOND LEGISLATURE

Bill 94  
(2021, chapter 12)

**Appropriation Act No. 2, 2021–2022**

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**Introduced 12 May 2021**  
**Passed in principle 12 May 2021**  
**Passed 12 May 2021**  
**Assented to 12 May 2021**

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**Québec Official Publisher  
2021**

## EXPLANATORY NOTES

*This Act authorizes the Government to pay out of the general fund of the Consolidated Revenue Fund, for the 2021–2022 fiscal year, a sum not exceeding \$58,052,274,755.00, including \$227,600,000.00 for the payment of expenditures chargeable to the 2022–2023 fiscal year, representing the appropriations to be voted for each of the portfolio programs, less the appropriations already authorized.*

*Moreover, the Act indicates which programs are covered by a net voted appropriation. It also determines to what extent the Conseil du trésor may authorize the transfer of appropriations between programs or portfolios.*

*Lastly, the Act approves the balance of the expenditure and investment forecasts for the special funds for the 2021–2022 fiscal year, and the excess special fund expenditures and investments for the 2019–2020 fiscal year.*

## Bill 94

### APPROPRIATION ACT NO. 2, 2021–2022

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

**1.** The Government may draw out of the general fund of the Consolidated Revenue Fund a sum not exceeding \$58,052,274,755.00 to defray a part of the Expenditure Budget of Québec tabled in the National Assembly for the 2021–2022 fiscal year, for which provision has not otherwise been made, including an amount of \$227,600,000.00 for the payment of expenditures chargeable to the 2022–2023 fiscal year, being the amount of the appropriations to be voted for each of the programs listed in Schedules 1 and 2, less the amounts totalling \$21,989,293,045.00 of the appropriations voted pursuant to Appropriation Act No. 1, 2021–2022 (2021, chapter 9).

**2.** In the case of programs for which a net voted appropriation appears in the Expenditure Budget, the amount of the appropriation for the programs concerned may be increased, subject to the stipulated conditions, when the revenues associated with the net voted appropriation exceed revenue forecasts.

**3.** The Conseil du trésor may authorize the transfer between programs or portfolios of the portion of an appropriation for which provision has been made to that end, for the purposes of and, where applicable, according to the conditions described in the Expenditure Budget.

Furthermore, it may, in cases other than the transfer of a portion of an appropriation referred to in the first paragraph, authorize the transfer of a portion of an appropriation between programs in the same portfolio, insofar as such a transfer does not increase or decrease the amount of the appropriation authorized by law by more than 10%, excluding, where applicable, the portion of the appropriation for which provision has been made.

**4.** The balance of the expenditure and investment forecasts for the special funds listed in Schedule 3 is approved for the 2021–2022 fiscal year.

**5.** The excess special fund expenditures and investments for the 2019–2020 fiscal year listed in Schedule 4 are approved.

**6.** This Act comes into force on 12 May 2021.

## SCHEDULE 1

## GENERAL FUND

## AFFAIRES MUNICIPALES ET HABITATION

## PROGRAM 1

Support for Departmental Activities	58,059,525.00
-------------------------------------	---------------

## PROGRAM 2

Municipal Infrastructure Modernization	299,744,275.00
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## PROGRAM 3

Compensation in Lieu of Taxes and Support to Municipalities	149,816,575.00
--	----------------

## PROGRAM 4

Development of the Regions and Territories	203,181,891.00
---	----------------

## PROGRAM 5

Promotion and Development of Greater Montréal	17,605,252.00
--	---------------

## PROGRAM 6

Commission municipale du Québec	8,270,175.00
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## PROGRAM 7

Housing	660,867,825.00
	<hr/>
	1,397,545,518.00

## AGRICULTURE, PÊCHERIES ET ALIMENTATION

## PROGRAM 1

Bio-food Business Development, Training and Food Quality	343,925,475.00
---	----------------

## PROGRAM 2

Government Bodies	330,825,375.00
	<hr/>
	674,750,850.00

## CONSEIL DU TRÉSOR ET ADMINISTRATION GOUVERNEMENTALE

## PROGRAM 1

Support for the Conseil du trésor	82,407,975.00
-----------------------------------	---------------

## PROGRAM 2

Support for Government Operations	218,045,700.00
-----------------------------------	----------------

## PROGRAM 3

Commission de la fonction publique	4,309,125.00
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## PROGRAM 4

Retirement and Insurance Plans	3,333,375.00
--------------------------------	--------------

## PROGRAM 5

Contingency Fund	5,804,474,250.00
	<hr/>
	6,112,570,425.00

## CONSEIL EXÉCUTIF

## PROGRAM 1

Lieutenant-Governor's Office	568,800.00
------------------------------	------------

## PROGRAM 2

Support Services for the Premier and the Conseil exécutif	84,999,975.00
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## PROGRAM 3

Canadian Relations	11,434,425.00
--------------------	---------------

## PROGRAM 4

Indigenous Affairs	242,742,125.00
--------------------	----------------

## PROGRAM 5

Youth	24,591,875.00
-------	---------------

## PROGRAM 6

Access to Information and Reform of Democratic Institutions	7,981,050.00
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## PROGRAM 8

High-speed Internet and Special Connectivity Projects	87,124,800.00
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	459,443,050.00
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**CULTURE ET COMMUNICATIONS****PROGRAM 1**

Management, Administration and Mission Support	48,587,400.00
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**PROGRAM 2**

Support and Development of Culture, Communications and Heritage	580,106,559.00
	<hr/>
	628,693,959.00

## ÉCONOMIE ET INNOVATION

### PROGRAM 1

Management and Administration	25,169,400.00
-------------------------------	---------------

### PROGRAM 2

Economic Development	341,670,700.00
----------------------	----------------

### PROGRAM 3

Development of Science, Research and Innovation	227,353,475.00
--	----------------

### PROGRAM 4

Economic Development Fund Interventions	313,706,850.00
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### PROGRAM 5

Research and Innovation Bodies	51,210,925.00
--------------------------------	---------------

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	959,111,350.00
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## ÉDUCATION

## PROGRAM 1

Administration	146,835,075.00
----------------	----------------

## PROGRAM 2

Support for Organizations	63,188,250.00
---------------------------	---------------

## PROGRAM 3

School Taxes – Fiscal Balancing Subsidy	1,179,494,025.00
--	------------------

## PROGRAM 4

Preschool, Primary and Secondary Education	9,070,644,775.00
---	------------------

## PROGRAM 5

Development of Recreation and Sports	71,183,075.00
---	---------------

## PROGRAM 7

Status of Women	14,557,500.00
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	10,545,902,700.00
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**ÉNERGIE ET RESSOURCES NATURELLES****PROGRAM 1**

Management of Natural Resources	82,251,900.00
	<hr/>
	82,251,900.00

## ENSEIGNEMENT SUPÉRIEUR

## PROGRAM 1

Administration	57,459,075.00
----------------	---------------

## PROGRAM 2

Support for Bodies	35,725,950.00
--------------------	---------------

## PROGRAM 3

Financial Assistance for Education	764,833,050.00
------------------------------------	----------------

## PROGRAM 4

Higher Education	4,826,893,300.00
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	5,684,911,375.00
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ENVIRONNEMENT ET LUTTE CONTRE LES CHANGEMENTS  
CLIMATIQUES

## PROGRAM 1

Environmental Protection	235,253,175.00
--------------------------	----------------

## PROGRAM 2

Bureau d'audiences publiques sur l'environnement	4,557,150.00
---	--------------

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239,810,325.00

## FAMILLE

## PROGRAM 1

Planning, Research and Administration	40,909,425.00
--	---------------

## PROGRAM 2

Assistance Measures for Families	45,652,425.00
----------------------------------	---------------

## PROGRAM 3

Childcare Services	1,795,683,857.00
--------------------	------------------

## PROGRAM 4

Public Curator	48,584,550.00
----------------	---------------

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	1,930,830,257.00
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## FINANCES

## PROGRAM 1

Management and Administration	26,596,725.00
-------------------------------	---------------

## PROGRAM 2

Economic, Taxation, Budgetary and Financial Activities	39,294,300.00
---	---------------

## PROGRAM 3

Contributions, Bank Service Fees and Provisions for Transferring Appropriations	<u>59,199,450.00</u>
	125,090,475.00

## FORÊTS, FAUNE ET PARCS

## PROGRAM 1

Management and Administration	6,111,000.00
-------------------------------	--------------

## PROGRAM 2

Management of Forest Resources	216,004,625.00
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## PROGRAM 3

Management of Wildlife Resources and Parks	104,424,875.00
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	326,540,500.00
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**IMMIGRATION, FRANCISATION ET INTÉGRATION****PROGRAM 1**

Management and Support for Departmental Activities	46,322,025.00
---	---------------

**PROGRAM 2**

Immigration, Francization and Integration	350,299,050.00
	<hr/>
	396,621,075.00

## JUSTICE

## PROGRAM 1

Administration of Justice	303,103,725.00
---------------------------	----------------

## PROGRAM 2

Judicial Activity	28,220,350.00
-------------------	---------------

## PROGRAM 3

Administrative Justice	10,515,825.00
------------------------	---------------

## PROGRAM 5

Other Bodies Reporting to the Minister	137,806,000.00
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## PROGRAM 6

Criminal and Penal Prosecutions	128,348,250.00
---------------------------------	----------------

## PROGRAM 7

French Language	31,314,975.00
-----------------	---------------

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	639,309,125.00
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## PERSONS APPOINTED BY THE NATIONAL ASSEMBLY

## PROGRAM 1

The Public Protector	14,051,550.00
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## PROGRAM 2

The Auditor General	26,421,750.00
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## PROGRAM 4

The Lobbyists Commissioner	4,122,600.00
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	44,595,900.00
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## RELATIONS INTERNATIONALES ET FRANCOPHONIE

## PROGRAM 1

Management and Administration	16,126,425.00
-------------------------------	---------------

## PROGRAM 2

International Affairs	73,042,700.00
-----------------------	---------------

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	89,169,125.00
--	---------------

## SANTÉ ET SERVICES SOCIAUX

## PROGRAM 1

Coordination Functions	153,331,950.00
------------------------	----------------

## PROGRAM 2

Services to the Public	21,929,399,700.00
------------------------	-------------------

## PROGRAM 3

Office des personnes handicapées du Québec	12,069,450.00
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## PROGRAM 5

Status of Seniors	27,222,525.00
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	22,122,023,625.00
--	-------------------

## SÉCURITÉ PUBLIQUE

## PROGRAM 1

Management and Administration	66,891,300.00
-------------------------------	---------------

## PROGRAM 2

Services of the Sûreté du Québec	405,301,025.00
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## PROGRAM 3

Management of the Correctional System	400,818,250.00
---------------------------------------	----------------

## PROGRAM 4

Security and Prevention	121,461,575.00
-------------------------	----------------

## PROGRAM 5

Scientific and Forensic Expertise	18,740,100.00
-----------------------------------	---------------

## PROGRAM 6

Management and Oversight	39,539,325.00
--------------------------	---------------

## PROGRAM 7

Promotion and Development of the Capitale-Nationale	36,810,750.00
---	---------------

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	1,089,562,325.00
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## TOURISME

## PROGRAM 1

Management, Administration and Program Management	11,181,075.00
--	---------------

## PROGRAM 2

Tourism Development	71,090,550.00
---------------------	---------------

## PROGRAM 3

Bodies Reporting to the Minister	77,749,200.00
----------------------------------	---------------

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	160,020,825.00
--	----------------

## TRANSPORTS

## PROGRAM 1

Infrastructures and Transportation Systems	970,407,825.00
---	----------------

## PROGRAM 2

Administration and Corporate Services	46,227,225.00
--	---------------

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	1,016,635,050.00
--	------------------

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**TRAVAIL, EMPLOI ET SOLIDARITÉ SOCIALE****PROGRAM 1**

Governance, Administration and Client Services	411,948,096.00
---	----------------

**PROGRAM 2**

Financial Assistance Measures	2,284,410,300.00
-------------------------------	------------------

**PROGRAM 3**

Employment Assistance Measures	630,526,625.00
--------------------------------	----------------

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	3,326,885,021.00
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	58,052,274,755.00
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## SCHEDULE 2

## GENERAL FUND

APPROPRIATIONS TO BE VOTED FOR EXPENDITURES  
CHARGEABLE TO THE 2022–2023 FISCAL YEAR

## FAMILLE

## PROGRAM 3

Childcare Services	227,600,000.00	
	<u>227,600,000.00</u>	
		<u>227,600,000.00</u>

## SCHEDULE 3

## SPECIAL FUNDS

## AFFAIRES MUNICIPALES ET HABITATION

REGIONS AND RURALITY  
FUND

Expenditure Forecast	<u>229,558,950.00</u>
----------------------	-----------------------

## SUBTOTAL

Expenditure Forecast	229,558,950.00
----------------------	----------------

## CONSEIL DU TRÉSOR ET ADMINISTRATION GOUVERNEMENTALE

GOVERNMENT INFRASTRUCTURE  
AND DIGITAL SERVICES FUND

Expenditure Forecast	369,274,725.00
Investment Forecast	74,984,700.00

## SUBTOTALS

Expenditure Forecast	369,274,725.00
Investment Forecast	74,984,700.00

---

**CULTURE ET COMMUNICATIONS****AVENIR MÉCÉNAT CULTURE  
FUND**

Expenditure Forecast	3,752,775.00
----------------------	--------------

**QUÉBEC CULTURAL HERITAGE  
FUND**

Expenditure Forecast	<u>33,995,175.00</u>
----------------------	----------------------

**SUBTOTAL**

Expenditure Forecast	37,747,950.00
----------------------	---------------

## ÉCONOMIE ET INNOVATION

NATURAL RESOURCES AND  
ENERGY CAPITAL FUND

Expenditure Forecast	1,056,000.00
Investment Forecast	55,125,000.00

ECONOMIC DEVELOPMENT  
FUND

Expenditure Forecast	476,217,600.00
Investment Forecast	1,114,617,750.00

QUÉBEC ENTERPRISE  
GROWTH FUND

Expenditure Forecast	112,500.00
Investment Forecast	75,000,000.00

## SUBTOTALS

Expenditure Forecast	477,386,100.00
Investment Forecast	1,244,742,750.00

## ÉDUCATION

SPORTS AND PHYSICAL  
ACTIVITY DEVELOPMENT  
FUND

Expenditure Forecast	73,410,150.00
Investment Forecast	73,523,550.00

## SUBTOTALS

Expenditure Forecast	73,410,150.00
Investment Forecast	73,523,550.00

## ÉNERGIE ET RESSOURCES NATURELLES

## NATURAL RESOURCES FUND

Expenditure Forecast	49,246,500.00
Investment Forecast	468,825.00

ENERGY TRANSITION,  
INNOVATION AND EFFICIENCY  
FUND

Expenditure Forecast	83,882,250.00
Investment Forecast	305,625.00

TERRITORIAL INFORMATION  
FUND

Expenditure Forecast	109,944,675.00
Investment Forecast	47,839,800.00

## SUBTOTALS

Expenditure Forecast	243,073,425.00
Investment Forecast	48,614,250.00

## ENSEIGNEMENT SUPÉRIEUR

UNIVERSITY EXCELLENCE  
AND PERFORMANCE FUND

Expenditure Forecast	<u>18,750,000.00</u>
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## SUBTOTAL

Expenditure Forecast	18,750,000.00
----------------------	---------------

ENVIRONNEMENT ET LUTTE CONTRE LES CHANGEMENTS  
CLIMATIQUES

ELECTRIFICATION AND  
CLIMATE CHANGE FUND

Expenditure Forecast	971,453,250.00
Investment Forecast	955,425.00

FUND FOR THE PROTECTION  
OF THE ENVIRONMENT AND  
THE WATERS IN THE DOMAIN  
OF THE STATE

Expenditure Forecast	202,104,300.00
Investment Forecast	187,500.00

SUBTOTALS

Expenditure Forecast	1,173,557,550.00
Investment Forecast	1,142,925.00

## FAMILLE

EDUCATIONAL CHILDCARE  
SERVICES FUND

Expenditure Forecast	<u>1,797,336,257.00</u>
----------------------	-------------------------

## SUBTOTAL

Expenditure Forecast	1,797,336,257.00
----------------------	------------------

## FINANCES

## FINANCING FUND

Expenditure Forecast	2,183,325.00
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SPECIAL CONTRACTS AND  
FINANCIAL ASSISTANCE FOR  
INVESTMENT FUND

Expenditure Forecast	176,250,000.00
----------------------	----------------

CANNABIS SALES REVENUE  
FUND

Expenditure Forecast	130,888,275.00
----------------------	----------------

## NORTHERN PLAN FUND

Expenditure Forecast	97,624,350.00
----------------------	---------------

FUND OF THE FINANCIAL  
MARKETS ADMINISTRATIVE  
TRIBUNAL

Expenditure Forecast	3,281,925.00
Investment Forecast	9,285,450.00

## TAX ADMINISTRATION FUND

Expenditure Forecast	<u>808,851,975.00</u>
----------------------	-----------------------

## SUBTOTALS

Expenditure Forecast	1,219,079,850.00
Investment Forecast	9,285,450.00

## FORÊTS, FAUNE ET PARCS

NATURAL RESOURCES FUND–  
SUSTAINABLE FOREST  
DEVELOPMENT COMPONENT

Expenditure Forecast	370,475,225.00
Investment Forecast	11,989,200.00

## SUBTOTALS

Expenditure Forecast	370,475,225.00
Investment Forecast	11,989,200.00

## JUSTICE

## ACCESS TO JUSTICE FUND

Expenditure Forecast	20,832,900.00
----------------------	---------------

CRIME VICTIMS ASSISTANCE  
FUND

Expenditure Forecast	35,488,875.00
----------------------	---------------

REGISTER FUND OF  
THE MINISTÈRE DE  
LA JUSTICE

Expenditure Forecast	34,833,675.00
Investment Forecast	1,162,500.00

FUND OF THE ADMINISTRATIVE  
TRIBUNAL OF QUÉBEC

Expenditure Forecast	37,188,525.00
Investment Forecast	3,256,800.00

## PUBLIC CONTRACTS FUND

Expenditure Forecast	<u>4,725.00</u>
----------------------	-----------------

## SUBTOTALS

Expenditure Forecast	128,348,700.00
Investment Forecast	4,419,300.00

## SANTÉ ET SERVICES SOCIAUX

CANNABIS PREVENTION AND  
RESEARCH FUND

Expenditure Forecast	101,130,300.00
----------------------	----------------

## CAREGIVER SUPPORT FUND

Expenditure Forecast	7,866,225.00
----------------------	--------------

HEALTH AND SOCIAL SERVICES  
INFORMATION RESOURCES  
FUND

Expenditure Forecast	267,839,025.00
Investment Forecast	41,035,650.00

## SUBTOTALS

Expenditure Forecast	376,835,550.00
Investment Forecast	41,035,650.00

## SÉCURITÉ PUBLIQUE

## POLICE SERVICES FUND

Expenditure Forecast	532,511,475.00
Investment Forecast	13,275,000.00
	<hr/>

## SUBTOTALS

Expenditure Forecast	532,511,475.00
Investment Forecast	13,275,000.00

## TOURISME

## TOURISM PARTNERSHIP FUND

Expenditure Forecast	195,352,950.00
Investment Forecast	876,750.00
	<hr/>

## SUBTOTALS

Expenditure Forecast	195,352,950.00
Investment Forecast	876,750.00

## TRANSPORTS

## AIR SERVICE FUND

Expenditure Forecast	65,458,050.00
Investment Forecast	28,478,250.00

ROLLING STOCK MANAGEMENT  
FUND

Expenditure Forecast	99,155,250.00
Investment Forecast	41,972,400.00

## HIGHWAY SAFETY FUND

Expenditure Forecast	43,664,925.00
Investment Forecast	2,398,125.00

LAND TRANSPORTATION  
NETWORK FUND

Expenditure Forecast	3,744,655,275.00
Investment Forecast	2,199,611,700.00

## SUBTOTALS

Expenditure Forecast	3,952,933,500.00
Investment Forecast	2,272,460,475.00

## TRAVAIL, EMPLOI ET SOLIDARITÉ SOCIALE

### ASSISTANCE FUND FOR INDEPENDENT COMMUNITY ACTION

Expenditure Forecast	21,568,200.00
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### LABOUR MARKET DEVELOPMENT FUND

Expenditure Forecast	966,857,925.00
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### GOODS AND SERVICES FUND

Expenditure Forecast	95,328,600.00
Investment Forecast	750,000.00

### INFORMATION TECHNOLOGY FUND OF THE MINISTÈRE DE L'EMPLOI ET DE LA SOLIDARITÉ SOCIALE

Expenditure Forecast	17,839,125.00
Investment Forecast	12,862,050.00

### ADMINISTRATIVE LABOUR TRIBUNAL FUND

Expenditure Forecast	61,680,525.00
Investment Forecast	2,152,500.00

### FONDS QUÉBÉCOIS D'INITIATIVES SOCIALES

Expenditure Forecast	9,850,950.00
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### SUBTOTALS

Expenditure Forecast	1,173,125,325.00
Investment Forecast	15,764,550.00

### TOTALS

Expenditure Forecast	12,368,757,682.00
Investment Forecast	3,812,114,550.00

## SCHEDULE 4

EXCESS SPECIAL FUND EXPENDITURES AND INVESTMENTS FOR  
THE 2019–2020 FISCAL YEAR

## CULTURE ET COMMUNICATIONS

## AVENIR MÉCÉNAT CULTURE FUND

Expenditure excess	<u>588,000.00</u>
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## SUBTOTAL

Expenditure excess	588,000.00
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## ÉCONOMIE ET INNOVATION

NATURAL RESOURCES AND  
ENERGY CAPITAL FUND

Expenditure excess	107,085,700.00
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ECONOMIC DEVELOPMENT  
FUND

Expenditure excess	1,088,143,900.00
Investment excess	70,249,700.00

## SUBTOTALS

Expenditure excess	1,195,229,600.00
Investment excess	70,249,700.00

## ÉNERGIE ET RESSOURCES NATURELLES

TERRITORIAL INFORMATION  
FUND

Investment excess	<u>21,738,100.00</u>
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## SUBTOTAL

Investment excess	21,738,100.00
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ENVIRONNEMENT ET LUTTE CONTRE LES CHANGEMENTS  
CLIMATIQUES

FUND FOR THE PROTECTION  
OF THE ENVIRONMENT AND  
THE WATERS IN THE DOMAIN  
OF THE STATE

Expenditure excess	<u>248,000.00</u>
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SUBTOTAL

Expenditure excess	248,000.00
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## FAMILLE

EARLY CHILDHOOD  
DEVELOPMENT FUND

Expenditure excess	<u>20,009,600.00</u>
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## SUBTOTAL

Expenditure excess	20,009,600.00
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## FORÊTS, FAUNE ET PARCS

NATURAL RESOURCES  
FUND – SUSTAINABLE  
FOREST DEVELOPMENT  
COMPONENT

Expenditure excess	<u>12,348,800.00</u>
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## SUBTOTAL

Expenditure excess	12,348,800.00
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## JUSTICE

CRIME VICTIMS ASSISTANCE  
FUND

Expenditure excess	5,600,200.00
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FUND OF THE ADMINISTRATIVE  
TRIBUNAL OF QUÉBEC

Expenditure excess	<u>1,292,700.00</u>
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## SUBTOTAL

Expenditure excess	6,892,900.00
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## SANTÉ ET SERVICES SOCIAUX

HEALTH AND SOCIAL  
SERVICES INFORMATION  
RESOURCES FUND

Expenditure excess	<u>23,257,500.00</u>
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## SUBTOTAL

Expenditure excess	23,257,500.00
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## TOURISME

## TOURISM PARTNERSHIP FUND

Expenditure excess	<u>17,893,100.00</u>
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## SUBTOTAL

Expenditure excess	17,893,100.00
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## TRANSPORTS

## AIR SERVICE FUND

Expenditure excess	13,432,600.00
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LAND TRANSPORTATION  
NETWORK FUND

Expenditure excess	295,625,600.00
Investment excess	139,293,200.00

## SUBTOTALS

Expenditure excess	309,058,200.00
Investment excess	139,293,200.00

## TRAVAIL, EMPLOI ET SOLIDARITÉ SOCIALE

LABOUR MARKET  
DEVELOPMENT FUND

Expenditure excess	73,635,300.00
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FONDS QUÉBÉCOIS  
D'INITIATIVES SOCIALES

Expenditure excess	<u>2,559,500.00</u>
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## SUBTOTAL

Expenditure excess	76,194,800.00
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## TOTALS

Expenditure excess	1,661,720,500.00
Investment excess	231,281,000.00

## Regulations and other Acts

Gouvernement du Québec

**O.C. 785-2021**, 9 June 2021

Act respecting municipal taxation  
(chapter F-2.1)

### **Maximum taxable value of the land of any agricultural operation referred to in section 231.3.1**

Regulation respecting the maximum taxable value of the land of any agricultural operation referred to in section 231.3.1 of the Act respecting municipal taxation

WHEREAS, pursuant to first paragraph of section 231.3.1 of the Act respecting municipal taxation (chapter F-2.1), the Government may, for the purpose of computing any municipal property tax imposed on the whole territory of a municipality, on the recommendation of the Minister of Agriculture, Fisheries and Food, determine by regulation, for the duration of a property assessment roll, the terms for establishing the maximum taxable value of the land of any agricultural operation that is registered in accordance with a regulation made under section 36.01 of the Act respecting the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation (chapter M-14) and that is included in an agricultural zone established under the Act respecting the preservation of agricultural land and agricultural activities (chapter P-41.1);

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), the draft Regulation respecting the maximum taxable value of the land of any agricultural operation referred to in section 231.3.1 of the Act respecting municipal taxation was published in Part 2 of the *Gazette officielle du Québec* of 3 February 2021 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Agriculture, Fisheries and Food:

THAT the Regulation respecting the maximum taxable value of the land of any agricultural operation referred to in section 231.3.1 of the Act respecting municipal taxation, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

### **Regulation respecting the maximum taxable value of the land of any agricultural operation referred to in section 231.3.1 of the Act respecting municipal taxation**

Act respecting municipal taxation  
(chapter F-2.1, s. 231.3.1)

#### **DIVISION I** **GENERAL PROVISIONS**

**1.** This Regulation sets out the rules for establishing the maximum taxable value of the land of any agricultural operation that is registered in accordance with a regulation made under section 36.01 of the Act respecting the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation (chapter M-14) and that is included in an agricultural zone established under the Act respecting the preservation of agricultural land and agricultural activities (chapter P-41.1) that is contemplated under section 231.3.1 of the Act respecting municipal taxation (chapter F-2.1), hereinafter called "contemplated land", for the purpose of computing any municipal property tax imposed on the whole territory of a municipality.

The maximum taxable value of the land concerned is the value established by the Minister, for the duration of a property assessment roll, by performing the acts provided for in this Regulation.

**2.** Every three years, the maximum taxable value applicable to the assessment rolls is computed, which rolls undergo the equilibration referred to in section 46.1 of the Act respecting municipal taxation (chapter F-2.1) and come into force within three years following the year of computation.

These maximum taxable values are published in a notice in the *Gazette officielle du Québec*. The notice indicates, for each of the three-year assessment cycles concerned by the computation, the maximum taxable value applicable to that cycle. The notice must be published no later than 1 June of the year in which the computation is made.

**3.** If a new property assessment roll is drawn up without the equilibration referred to in section 46.1 of the Act respecting municipal taxation (chapter F-2.1), the

maximum taxable value of the contemplated land applicable for that roll is the value established for the preceding roll.

## DIVISION II RULES OF COMPUTATION OF THE MAXIMUM TAXABLE VALUE

*§I. Establishment of the basic list of values per hectare likely to be used for the purpose of the establishment of the 90th percentile*

**4.** A basic list of values per hectare likely to be used for the purpose of the establishment of the 90th percentile, hereinafter called the “basic list”, must be prepared for all of Québec.

This list is prepared using the values entered on the property assessment rolls that came into force in the year concerned by the three-year computation and that underwent the equilibration referred to in section 46.1 of the Act respecting municipal taxation (chapter F-2.1).

**5.** A value per hectare is established for each unit of assessment comprised in the contemplated land.

The value per hectare is the result of the division of the value of the contemplated land by its area, which must be converted into hectares. The result of the division is rounded down to the nearest unit, and if it contains decimals, they are dropped.

The value and the area of the land that are taken into consideration for the establishment of the value per hectare are those entered on the roll when it was deposited or those that should have been entered in accordance with the Manuel d'évaluation foncière du Québec published by the Publications du Québec.

*§II. Statistical deletion of values per hectare*

**6.** For the purposes of determining if certain values per hectare must, by statistical deletion, be removed from the basic list, the following operations are performed successively:

- (1) determine the median value of the basic list;
- (2) subtract the median value determined in accordance with subparagraph 1 from each value per hectare on the basic list;
- (3) square each difference that results from the subtraction provided for in subparagraph 2;

(4) add all the squares obtained in accordance with subparagraph 3;

(5) divide the sum resulting from the addition provided for in subparagraph 4 by the number, lowered by one, of values per hectare on the basic list;

(6) establish the square root of the quotient that results from the division provided for in subparagraph 5;

(7) subtract the double square root established in accordance with paragraph 6 from the median value determined in accordance with subparagraph 1;

(8) add the median value determined in accordance with subparagraph 1 and the double square root established in accordance with subparagraph 6.

For the purposes of subparagraph 1 of the first paragraph, the values on the basic list are classified in ascending order. The median is established in the classified group using the following equation :

$$n / N < 0.5 \text{ and } (n+1) / N \geq 0.5 \text{ Where:}$$

$n$  = Position of the value per hectare in the group;

$N$  = Total number of values per hectare in the group.

For the purposes of the operations provided for in subparagraphs 5 and 6 of the first paragraph, when the result contains a decimal, it is rounded up to the nearest unit if it is equal to or greater than five or, if not, it is rounded down to the nearest unit.

**7.** Any value that is either lower than the difference that results from the subtraction provided for in subparagraph 7 of the first paragraph of section 6 or greater than the sum that results from the addition provided for subparagraph 8 of the first paragraph of that section must be removed from the basic list.

**8.** Any value per hectare that is not removed from the basic list in accordance with this subdivision is used in the establishment of the 90th percentile.

*§III. Establishment of the 90th percentile*

**9.** The values on the basic list after the statistical deletion provided for in section 8 are classified in ascending order.

The 90th percentile, rounded down to the nearest hundred, is established in the classified group using the following equation :

$n / N < 0.9$  and  $(n+1) / N \geq 0.9$  Where:

$n$  = Position of the value per hectare in the group;

$N$  = Total number of values per hectare in the group.

*§IV. Establishment of the indexation factor*

**10.** The 90th percentile established pursuant to section 9 must be indexed in order to reflect as closely as possible the property market conditions, which are used to establish, in accordance with section 46 of the Act respecting municipal taxation (chapter F 2.1), the actual value used as a basis for the value entered on the assessment roll for each roll concerned by the three-year computation.

**11.** The indexation rate corresponds to the annual percentage change of the value of farmland in Québec that is published by Farm Credit Canada in the year preceding the calendar year in which the computation provided for under this Regulation is performed.

If the change is negative, the indexation rate is deemed to be equal to zero.

**12.** The indexation factor is the result of the addition of the number one and the indexation rate established pursuant to section 11.

*§V. Establishment of maximum taxable values*

**13.** The maximum taxable value per hectare of land concerned applicable in the first three- year assessment cycle that comes into force in the year following that of the three-year computation corresponds to the result of the multiplication of the 90th percentile established pursuant to section 9 by the indexation rate established pursuant to section 12.

For the second cycle, this value corresponds to the result of the computation obtained in the first paragraph multiplied by the indexation factor.

For the third cycle, it corresponds to the result of the computation obtained pursuant to the second paragraph multiplied by the indexation factor.

Any result obtained pursuant to this section must be rounded down to the nearest hundred.

Despite the foregoing, the maximum taxable value is deemed equal to that obtained for the deposit of the preceding roll if it is lower than that value.

**DIVISION IV**

**FINAL AND TRANSITIONAL PROVISIONS**

**14.** The Minister of Agriculture, Fisheries and Food is responsible for the application of this Regulation.

**15.** The first notice indicating the maximum taxable values, established in accordance with this Regulation, must be published no later than 15 July, 2021.

However, the fifth paragraph of section 13 does not apply to the establishment of those values.

**16.** For the purposes of section 3 of this Regulation, the maximum taxable value that must be taken into account by the assessment rolls that come into force in the fiscal periods of 2022 and 2023 are those that are set respectively by subparagraphs 2 and 3 of the second paragraph of section 38 of the Act mainly to control the cost of the farm property tax and to simplify access to the farm property tax credit (2020, chapter 7).

**17.** The provisions of this Regulation are evaluated by the Minister three years after coming into force on the basis of changing property market conditions.

**18.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105105

Gouvernement du Québec

**O.C. 803-2021, 9 June 2021**

Act respecting the Société des alcools du Québec (chapter S-13)

**Cider and other apple-based alcoholic beverages — Amendment**

Regulation to amend the Regulation respecting cider and other apple-based alcoholic beverages

WHEREAS, under subparagraphs 1 and 2 of the first paragraph of section 37 of the Act respecting the Société des alcools du Québec (chapter S-13), the Government, upon the recommendation of the Minister of Economy and Innovation and the Minister of Public Security, may make regulations determining the conditions or modalities of purchase, making, bottling, keeping, handling, storing, sale or shipping of alcoholic beverages and determining the composition and alcoholic content of alcoholic beverages and the standards of quality they are required to meet;

WHEREAS the Government made the Regulation respecting cider and other apple-based alcoholic beverages (chapter S-13, r. 4);

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft of the Regulation to amend the Regulation respecting cider and other apple-based alcoholic beverages was published in Part 2 of the *Gazette officielle du Québec* of 17 February 2021 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the the Minister of Economy and Innovation, the Minister of Public Security and the Minister for the Economy:

THAT the Regulation to amend the Regulation respecting cider and other apple-based alcoholic beverages, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

## Regulation amending Regulation respecting cider and other apple-based alcoholic beverages

Act respecting the Société des alcools du Québec (chapter S-13, s. 37)

**1.** Section 9 of the Regulation respecting cider and other apple-based alcoholic beverages (chapter S-13, r. 4) is amended by:

1. removing “other than traditional cidre bouché”;
2. replacing “bottling” by “its marketing”.

**2.** Section 10 of this regulation is revoked.

**3.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105106

Gouvernement du Québec

## O.C. 817-2021, 16 June 2021

Education Act  
(chapter I-13.3)

### Amended Basic adult general education regulation applicable to adults who enrolled in training in socio-vocational integration or in training for a semi-skilled trade between 14 March 2020 and 30 June 2021

Amended Basic adult general education regulation applicable to adults who enrolled in training in socio-vocational integration or in training for a semi-skilled trade between 14 March 2020 and 30 June 2021

WHEREAS, under the first paragraph of section 448 of the Education Act (chapter I-13.3), the Government, by regulation, is to establish in particular a basic adult education regulation;

WHEREAS the Government made the Basic adult general education regulation (chapter I-13.3, r. 9);

WHEREAS, under subparagraphs 4 and 5 of the third paragraph of section 448 of the Education Act, the basic adult education regulation established by the Government may

— establish rules on the evaluation of learning achievement and the certification of prior learning;

— determine the diplomas, certificates and other official attestations awarded by the Minister and prescribe the conditions under which they are to be awarded;

WHEREAS, pursuant to section 458 of the Act, a draft copy of the regulation was submitted to the Conseil supérieur de l'éducation for preliminary examination;

WHEREAS, by Order in Council 177-2020 dated 13 March 2020, the Government declared a public health emergency and took certain measures to protect the health of the population;

WHEREAS, under section 12 of the Regulations Act (chapter R-18.1), a proposed regulation may be made without having been published if the authority making it is of the opinion that the urgency of the situation requires it;

WHEREAS, under section 13 of that Act, the reason justifying the absence of such publication must be published with the regulation;

WHEREAS, under section 18 of that Act, a regulation may come into force on the date of its publication in the *Gazette officielle du Québec* where the authority that has made it is of the opinion that the urgency of the situation requires it, and the reason justifying such coming into force must be published with the regulation;

WHEREAS the Government is of the opinion that the urgency owing to the following circumstances warrants the absence of prior publication and such coming into force of the Amended Basic adult general education regulation applicable to adults who enrolled in training in sociovocational integration or in training for a semi-skilled trade between 14 March 2020 and 30 June 2021:

—the Amended Basic adult general education regulation must promptly come into force because many adults who have enrolled since 14 March 2020 and will soon end their training will not benefit from the new rules respecting the number of hours to complete as part of their training to obtain a training certificate in sociovocational integration or a training certificate for a semi-skilled trade awarded by the Minister of Education;

—considering that, owing to the economic slowdown caused by the COVID-19 pandemic, several of those adults were unable to complete the hours of their regular training between 14 March 2020 and 30 June 2021, the Basic adult general education regulation must be amended to adapt the number of hours of mandatory training to allow those adults to obtain their certificate with the qualifications necessary for their integration into the labour market;

—if the proposed amendments are not made, those adults will have to comply with the existing requirements of the training provided for in the Basic adult general education regulation and complete more hours of training to obtain a certificate awarded by the Minister of Education, which would unjustly delay their academic progress compared to students under the Basic school regulation for preschool, elementary and secondary education who, because of the COVID-19 pandemic, completed a lower number of hours of training to obtain the same type of certificate;

IT IS ORDERED, therefore, on the recommendation of the Minister of Education:

THAT the Amended Basic adult general education regulation applicable to adults who enrolled in training in sociovocational integration or in training for a semi-skilled trade between 14 March 2020 and 30 June 2021, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

## **Amended Basic adult general education regulation applicable to adults who enrolled in training in sociovocational integration or in training for a semi-skilled trade between 14 March 2020 and 30 June 2021**

Education Act  
(chapter I-13.3, s. 448)

**1.** For adults who enrolled in training in sociovocational integration between 14 March 2020 and 30 June 2021 and whose training began before the latter date, section 32 of the Basic adult general education regulation (chapter I-13.3, r. 9) is to be read as follows:

“**32.** On the recommendation of the school service centre, the Minister shall award a training certificate in sociovocational integration of adults to every adult who, after successfully completing the preparatory courses for secondary education in language of instruction, mathematics and second language, has successfully completed a program in sociovocational integration comprising 900 hours divided as follows:

(1) 200 hours of development of employability and sociovocational attitudes;

(2) 600 hours of practical training in sociovocational integration;

(3) 100 hours divided according to the person’s learning plan.

On the recommendation of the school service centre, the Minister shall also award a training certificate in sociovocational integration of adults to every adult who, after successfully completing the preparatory courses for secondary education in language of instruction, mathematics and second language, was unable to complete the program in sociovocational integration comprising 900 hours owing to the slowdown of economic activities caused by the COVID-19 pandemic, but has successfully completed a program in sociovocational integration comprising at least 775 hours divided as follows:

(1) 200 hours of development of employability and sociovocational attitudes;

(2) 475 hours of practical training in sociovocational integration;

(3) 100 hours divided according to the person’s learning plan.”

**2.** For adults who enrolled in training for a semi-skilled trade between 14 March 2020 and 30 June 2021 and whose training began before the latter date, section 32.1 of the Basic regulation is to be read as follows:

“**32.1.** On the recommendation of the school service centre, the Minister shall award a training certificate for a semi-skilled trade, with mention of the trade, to every adult who has completed the training of not less than 900 hours and has successfully completed the practical training component for the semi-skilled trade of not less than 450 hours. That training includes

(1) in general training:

(a) 200 hours in language of instruction (French or English);

(b) 100 hours in second language (French or English);

(c) 150 hours in mathematics; and

(2) in practical training:

(a) 75 hours in introduction to the world of work;

(b) 375 hours in preparation for the semi-skilled trade.

On the recommendation of the school service centre, the Minister shall also award a training certificate for a semi-skilled trade, with mention of the trade, to every adult who has completed the practical training component for the semi-skilled trade of not less than 825 hours because the adult was unable to successfully complete the practical training component for the semi-skilled trade of not less than 450 hours owing to the slowdown of economic activities resulting from the COVID-19 pandemic, but has successfully completed the practical training component for the semi-skilled trade of not less than 375 hours. That training includes

(1) in general training:

(a) 200 hours in language of instruction (French or English);

(b) 100 hours in second language (French or English);

(c) 150 hours in mathematics; and

(2) in practical training:

(a) 75 hours in introduction to the world of work;

(b) 300 hours in preparation for the semi-skilled trade.

To successfully complete the practical training, the adult must master all the mandatory specific competencies of the semi-skilled trade chosen.”

**3.** This Regulation does not apply to adults who have begun their training between 14 March 2020 and 30 June 2021 and who have interrupted the training, without being readmitted, before the latter date.

**4.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

105112

Gouvernement du Québec

**O.C. 818-2021**, 16 June 2021

Education Act  
(chapter I-13.3)

**Amended Basic school regulation for preschool,  
elementary and secondary education for  
the 2020-2021 school year  
— Amended**

Regulation to amend the Amended Basic school regulation for preschool, elementary and secondary education for the 2020-2021 school year

WHEREAS, under the first paragraph of section 447 of the Education Act (chapter I-13.3), the Government may make regulations to be known as the “basic school regulation”;

WHEREAS the Government made the Basic school regulation for preschool, elementary and secondary education (chapter I-13.3, r. 8);

WHEREAS, for the purposes of the 2020-2021 school year, the Government made the Amended Basic school regulation for preschool, elementary and secondary education for the 2020-2021 school year by Order in Council 1028-2020 dated 7 October 2020;

WHEREAS the Amended Basic school regulation was amended by Orders in Council 1128-2020 dated 28 October 2020, 1251-2020 dated 25 November 2020, 39-2021 dated 20 January 2021 and 111-2021 dated 10 February 2021;

WHEREAS, under subparagraph 4 of the third paragraph of section 447 of the Act, the basic school regulation made by the Government may establish rules on the evaluation of learning achievement and the certification of studies;

WHEREAS, pursuant to section 458 of the Act, a draft copy of the regulation was submitted to the Conseil supérieur de l'éducation for examination;

WHEREAS, by Order in Council 177-2020 dated 13 March 2020, the Government declared a public health emergency and took certain measures to protect the health of the population;

WHEREAS, under section 12 of the Regulations Act (chapter R-18.1), a proposed regulation may be made without having been published if the authority making it is of the opinion that the urgency of the situation requires it;

WHEREAS, under section 13 of that Act, the reason justifying the absence of such publication must be published with the regulation;

WHEREAS, under section 18 of that Act, a regulation may come into force on the date of its publication in the *Gazette officielle du Québec* where the authority that has made it is of the opinion that the urgency of the situation requires it, and the reason justifying such coming into force must be published with the regulation;

WHEREAS the Government is of the opinion that the urgency owing to the following circumstances warrants the absence of prior publication and such coming into force of the Regulation to amend the Amended Basic school regulation for preschool, elementary and secondary education for the 2020-2021 school year:

—the Regulation must come into force not later than 30 June 2021 to apply to the 2020-2021 school year;

—considering that, owing to the economic slowdown caused by the COVID-19 pandemic, several students were unable to complete the hours of their regular training during the school year ending on 30 June 2021, the Basic school regulation for preschool, elementary and secondary education must be amended to adapt the number of hours of mandatory training to allow those students to obtain their certificate with the qualifications necessary for their integration into the labour market;

IT IS ORDERED, therefore, on the recommendation of the Minister of Education:

THAT the Regulation to amend the Amended Basic school regulation for preschool, elementary and secondary education for the 2020-2021 school year, attached to this Order in Council, be made.

YVES OUELLET  
*Clerk of the Conseil exécutif*

## Regulation to amend the Amended Basic school regulation for preschool, elementary and secondary education for the 2020-2021 school year

Education Act  
(chapter I-13.3, s. 447)

**1.** The Amended Basic school regulation for preschool, elementary and secondary education for the 2020-2021 school year, made by Order in Council 1028-2020 dated 7 October 2020 and amended by Orders in Council 1128-2020 dated 28 October 2020, 1251-2020 dated 25 November 2020, 39-2021 dated 20 January 2021 and 111-2021 dated 10 February 2021, is amended by inserting the following after section 0.1:

**“0.2.** The prescribed times of “300h” and “900h” indicated for Secondary II in Practical Training provided for in the table in the second paragraph of section 23.4 of that Basic school regulation are to be read respectively “225h” and “825h” for the same school year.”

**2.** The following is inserted after section 2:

**“2.0.1.** Sections 33 and 33.1 of that Basic school regulation are to be read as follows for the same school year:

**33.** On the recommendation of the school service centre, the Minister shall award a pre-work training certificate to every student who has completed the training of not less than 2,350 hours and has successfully completed the work skills education program of not less than 750 hours divided as follows: 150 hours for the 2019-2020 school year and 600 hours for the 2020-2021 school year.

Despite the prescribed time indicated for the compulsory subject “Work skills” for Secondary III in Practical Training in the table in the second paragraph of section 23.4, on the recommendation of the school service centre, the Minister shall also award a pre-work training certificate to every student who has completed the training within a shorter time not less than 2,225 hours, because the student was unable to complete the number of hours prescribed for the compulsory subject “Work skills” for Secondary III of the training owing to the slowdown of economic activities resulting from the COVID-19 pandemic, but has successfully completed the subject within a shorter time of at least 475 hours.

**33.1.** On the recommendation of the school service centre, the Minister shall award a training certificate for a semi-skilled trade, with mention of the trade, to every student who has completed the training of not less than

900 hours and has successfully completed the practical training component for the semi-skilled trade of not less than 450 hours.

Despite the prescribed time indicated for the compulsory subject “Preparation for a semi-skilled trade” in Practical Training in the table in the second paragraph of section 23.5, on the recommendation of the school service centre, the Minister shall also award a training certificate for a semi-skilled trade, with mention of the trade, to every student who has completed the training within a shorter time of not less than 825 hours, because the student was unable to complete the number of hours prescribed for the compulsory subject “Preparation for a semi-skilled trade” owing to the slowdown of economic activities resulting from the COVID-19 pandemic, but has successfully completed the subject within a shorter time of at least 300 hours.

On the recommendation of the school service centre, the Minister shall also award a training certificate for a semi-skilled trade, with mention of the trade, to every student referred to in the third paragraph of section 23.4 if the student

(1) has completed the pre-work training of not less than 2,350 hours; and

(2) has successfully completed the practical training component of the training leading to a semi-skilled trade.

On the recommendation of the school service centre, the Minister shall also award a training certificate for a semi-skilled trade, with mention of the trade, to every student referred to in the third paragraph of section 23.4 who has completed pre-work training within a shorter time of not less than 2,225 hours, because the student was unable to complete the number of hours prescribed for the compulsory subject “Preparation for a semi-skilled trade” owing to the slowdown of economic activities resulting from the COVID-19 pandemic, but has successfully completed the subject within a shorter time of at least 300 hours.

To successfully complete the practical training, the student must master all the mandatory specific competencies of the semi-skilled trade chosen.”

**3.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

105113

## M.O., 2021

### Order number 2021-13 of the Minister of Transport dated 14 June 2021

Highway Safety Code  
(chapter C-24.2)

Extension of the Order respecting the net mass of certain road vehicles converted to electricity

THE MINISTER OF TRANSPORT,

CONSIDERING section 633.2 of the Highway Safety Code (chapter C-24.2), which provides that the Minister of Transport may, by order and after consultation with the Société de l'assurance automobile du Québec, suspend the application of a provision of the Code or the regulations for the period specified by the Minister, if the Minister considers that it is in the interest of the public and is not likely to compromise highway safety and that the Minister may prescribe any rule, applicable when using the exemption, that ensures an equivalent level of safety in the Minister's opinion;

CONSIDERING that section 633.2 of the Code also provides that the publication requirement set out in section 8 of the Regulations Act (chapter R-18.1) does not apply to such an order;

CONSIDERING that Order 2018-12 (2018, *G.O.* 2, 2723) suspends, from 12 July 2018 to 12 July 2021, the application of the definitions of net weight in section 2 of the Regulation respecting road vehicle registration (chapter C-24.2, r. 29) and net mass in section 1 of the Regulation respecting licences (chapter C-24.2, r. 34), and of section 48 of the Regulation respecting road vehicle registration, and prescribes, during that suspension, rules that ensure an equivalent level of safety;

CONSIDERING that with the revocation of the Order drivers will be required to hold a class 3 driver's licence to operate certain road vehicles converted to electricity because of the heavy weight of the battery with which those vehicles are equipped whereas other Canadian or American jurisdictions do not have that requirement;

CONSIDERING that research and development work is continuing to reduce the weight of the electric batteries used for the conversion of those road vehicles;

CONSIDERING that it is expedient to maintain efforts to electrify road vehicles;

CONSIDERING that the Minister is of the opinion that the measure to extend the suspension period of the application of the definitions of net weight in section 2 of the Regulation respecting road vehicle registration and net mass in section 1 of the Regulation respecting licences, and of section 48 of the Regulation respecting road vehicle registration is in the interest of the public and is not likely to compromise highway safety;

CONSIDERING that the Minister is of the opinion that the prescribed rules applicable when using the suspension still ensure an equivalent level of safety;

CONSIDERING that the Société de l'assurance automobile du Québec has been consulted;

ORDERS AS FOLLOWS:

1. Sections 1 and 2 of Order 2018-12 (2018, *G.O.* 2, 2723) are amended by replacing “2021” by “2023”.

2. This Order comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

Québec, 14 June 2021

FRANÇOIS BONNARDEL  
*Minister of Transport*

105116

## **M.O., 2021-06**

### **Order number C-73.2-2021-06 of the Minister of Finance dated 11 June 2021**

Real Estate Brokerage Act  
(chapter C-73.2)

CONCERNING the following forms:

— Promise to purchase – Chiefly residential immovable containing less than five dwellings excluding co-ownership;

— Promise to purchase – Divided co-ownership - Fraction of a chiefly residential immovable held in divided co-ownership;

— Promise to purchase – Undivided co-ownership - Share of a chiefly residential immovable held in undivided co-ownership;

— Promise to purchase – Mobile home situated on leased land;

— Promise to purchase – Public Curator, and the undivided co-ownership and divided co-ownership annexes.

CONSIDERING section 129 of the Real Estate Brokerage Act (chapter C-73.2), which provides that the Minister of Finance determines the brokerage contracts and other acts relating to brokerage transactions that must be evidenced on a mandatory form;

CONSIDERING section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions, enacted by section 2 of the Regulation to amend the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions (Order in Council 553-2019 dated 5 June 2019), which provides that brokerage contracts and other deeds related to a brokerage transaction evidenced on a form published by the Organisme d'autoréglementation du courtage immobilier du Québec and whose use is mandatory under the first paragraph of section 11 of the Regulation respecting contracts and forms (chapter C-73.2, r. 2.1) are deemed to be determined by the Minister of Finance under section 129 of the Real Estate Brokerage Act and the forms that evidence them are deemed to be approved by the Minister under the second paragraph of section 129.1 of the Act;

CONSIDERING that the following forms constitute forms referred to in section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions:

— Promise to purchase – Chiefly residential immovable containing less than five dwellings excluding co-ownership;

— Promise to purchase – Divided co-ownership - Fraction of a chiefly residential immovable held in divided co-ownership;

— Promise to purchase – Undivided co-ownership - Share of a chiefly residential immovable held in undivided co-ownership;

— Promise to purchase – Mobile home situated on leased land;

—Promise to purchase – Public Curator, and the undivided co-ownership and divided co-ownership annexes;

CONSIDERING the first paragraph of section 129.1 of the Real Estate Brokerage Act, which provides that the Organisme d'autoréglementation du courtage immobilier du Québec prepares the mandatory forms for the contracts and other acts determined by the Minister of Finance under section 129 of the Act;

CONSIDERING the second paragraph of section 129.1 of the Act, which provides that the forms so prepared are submitted to the Minister of Finance for approval;

CONSIDERING that it is expedient to replace the forms listed above;

CONSIDERING that the Organisme d'autoréglementation du courtage immobilier du Québec has amended the forms to introduce special provisions concerning the inspection of an immovable prior to its purchase;

CONSIDERING that it is expedient to approve the new forms;

THEREFORE, the Minister of Finance approves the following forms:

—Promise to purchase – Chiefly residential immovable containing less than five dwellings excluding co-ownership;

—Promise to purchase – Divided co-ownership - Fraction of a chiefly residential immovable held in divided co-ownership;

—Promise to purchase – Undivided co-ownership - Share of a chiefly residential immovable held in undivided co-ownership;

—Promise to purchase – Mobile home situated on leased land;

—Promise to purchase – Public Curator, and the undivided co-ownership and divided co-ownership annexes;

attached to this Order, which, as of the publication of this Order in the *Gazette officielle du Québec*, replace those published by the Organisme d'autoréglementation du courtage immobilier du Québec and whose use is mandatory under section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions, enacted by section 2

of the Regulation to amend the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions (Order in Council 553-2019 dated 5 June 2019).

Québec, 11 June 2021

ERIC GIRARD  
*Minister of Finance*

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**MANDATORY FORM**  
**PROMISE TO PURCHASE**  
**CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING LESS**  
**THAN FIVE DWELLINGS EXCLUDING CO-OWNERSHIP**

**NOTE** – This form does not constitute the preliminary contract required under articles 1785 and following of the Civil Code of Québec for the sale of an immovable by a builder or promoter. Where a preliminary contract is required, a specific form must be used.

**1. IDENTIFICATION OF THE PARTIES**


NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)


NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)

(hereinafter called "the BUYER").

(hereinafter called "the SELLER").

**2. OBJECT OF THE PROMISE TO PURCHASE**

2.1 The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:

\_\_\_\_\_, broker 

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LICENCE NUMBER

carrying on activities within the following business corporation: \_\_\_\_\_

representing the following agency: \_\_\_\_\_ or  acting on his own account.

**3. SUMMARY DESCRIPTION OF THE IMMOVABLE**

3.1 The immovable, with building erected, if applicable, is designated as follows:

NUMBER \_\_\_\_\_ STREET \_\_\_\_\_ CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

CADASTRAL DESCRIPTION \_\_\_\_\_

DIMENSIONS \_\_\_\_\_  m  ft AREA \_\_\_\_\_  m<sup>2</sup>  ft<sup>2</sup>

(hereinafter called "the IMMOVABLE").

**4. PRICE AND DEPOSIT (PLUS TAXES, IF APPLICABLE)**

- 4.1 **PRICE** – The purchase price shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) which the BUYER agrees to pay in full upon the signing of the deed of sale.
- 4.2 The IMMOVABLE  is not subject OR  is subject to Goods and Services Taxes and Québec sales taxes in a proportion of \_\_\_\_\_%. Consequently, any tax that may be imposed as a result of the sale and to be collected by the SELLER under applicable tax laws shall, upon the signing of the deed of sale, be remitted by the BUYER to the SELLER for this purpose.
- 4.3 **DEPOSIT** – With this promise to purchase, the BUYER remits to the broker referred to in clause 2.1, as a deposit on the sale price to be paid, a sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) by cheque payable to the order of " \_\_\_\_\_ in trust" (hereinafter called the "TRUSTEE"). Following the acceptance of this promise to purchase, the cheque may be certified and shall be given to the TRUSTEE, who shall deposit it into his trust account until the sum is required by the notary for the purpose of the deed of sale, whereupon that sum shall be applied against the purchase price. As soon as he has deposited that sum into his trust account, the TRUSTEE shall give the depositor a receipt. Should this promise to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE may require that the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in accordance with this promise to purchase or with the law.

**5. METHOD OF PAYMENT**

- 5.1 **DEPOSIT** – Deposit paid in accordance with clause 4.3 of this promise to purchase: \$ \_\_\_\_\_
- 5.2 **ADDITIONAL SUM** – Within the deadline indicated by the acting notary, the BUYER shall pay, or shall cause to be paid, to the acting notary, in trust, an additional sum: \$ \_\_\_\_\_
- 5.3 **NEW LOAN** – Within the deadline indicated by the acting notary, the BUYER shall cause to be paid to the notary, in trust, a sum corresponding to any amount to be obtained in the form of a new hypothecary loan in accordance with clause 6.1: \$ \_\_\_\_\_
- 5.4 **EXISTING LOAN** – The BUYER shall assume, in accordance with Financing Annex AF- [ | | | | | ], the obligations relating to the existing hypothecary loans, of which the overall balance is approximately: \$ \_\_\_\_\_
- 5.5 **BALANCE OF THE SALE PRICE** – The BUYER shall pay to the SELLER, in accordance with Financing Annex AF- [ | | | | | ], the balance of the sale price: \$ \_\_\_\_\_
- TOTAL PRICE** \$ \_\_\_\_\_

**6. NEW HYPOTHECARY LOAN**

- 6.1 **TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ \_\_\_\_\_, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed \_\_\_\_\_% per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of \_\_\_\_\_ years, the balance becoming due in a minimum of \_\_\_\_\_ years.
- In his efforts to obtain such a loan, the BUYER declares that:
- he is bound to an agency or broker by an exclusive mortgage brokerage contract
- OR
- he is not bound to an agency or broker by an exclusive mortgage brokerage contract.
- 6.2 **UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within \_\_\_\_\_ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.

**6.3 ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:

a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for an hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period specified in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;

**OR**

b) that he renders this promise to purchase null and void.

Where the SELLER does not avail himself of the provisions of paragraph (a) or (b) above within the specified time period, this promise to purchase shall become null and void.

## 7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 12.1, the BUYER has visited the IMMOVABLE, on \_\_\_\_\_ DATE and declares that he is satisfied therewith.

7.2 The BUYER declares that  he is not bound **OR**  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.

7.3 The costs of the deed of sale, of its registration and of the copies required shall be at the BUYER's expense.

7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.

7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.

7.6 **DAMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER undertakes to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the SELLER would otherwise have had to pay.

## 8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

**WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.**

8.1  This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE inspected by a building inspector or a professional within a period of \_\_\_\_\_ days following acceptance of this promise to purchase. Should this inspection reveal the existence of a factor relating to the immovable and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

**OR**

**By initialing this box**, the BUYER acknowledges having been informed of his right to have the IMMOVABLE inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

## 9. REVIEW OF DOCUMENTS BY THE BUYER

9.1 This promise to purchase is conditional upon the BUYER's examination and verification of the following documents:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To this effect, the SELLER shall submit to the BUYER a copy of the above documents within \_\_\_\_\_ days following acceptance of this promise to purchase.

Should the BUYER not be satisfied upon examining and verifying these documents or should he fail to receive them within the specified time period and wishes to make this promise to purchase null and void as a result, he shall notify the SELLER, in writing, within seven (7) days following the expiry of the above mentioned time period.

This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to notify the SELLER within the above mentioned time period, he shall be deemed to have waived this condition.

**10. DECLARATIONS AND OBLIGATIONS OF THE SELLER****10.1 The SELLER declares that:**

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
2. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
3. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
4. the IMMOVABLE is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party;
5. the IMMOVABLE is not an immovable referred to in article 1785 of the Civil Code of Québec, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the seller's rights over the land.

**10.2 DELIVERY OF THE IMMOVABLE** – The SELLER promises to sell the IMMOVABLE to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.

**10.3 OWNERSHIP DOCUMENTS** – The SELLER shall supply the BUYER with a valid title of ownership. The IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law that affect the IMMOVABLE and that are exceptions to the ordinary law of ownership.

The SELLER shall supply to the BUYER his act of acquisition, as well as a certificate of location describing the current state of the IMMOVABLE, reflecting any cadastral renovation if applicable; the cost of any new certificate of location shall be borne by the BUYER where the previous certificate proves not to have been amended. The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the IMMOVABLE. These documents shall be forwarded to the acting notary identified in clause 11.1.

**10.4 COSTS RELATING TO REPAYMENT AND CANCELLATION** – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER where payment of those costs will not be assumed by the BUYER. The costs relating to repayment include any penalty that may be applicable in case of early repayment.

**10.5 DEFECT OR IRREGULARITY** – Should the BUYER or the SELLER be notified, before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the declarations and obligations of the SELLER contained herein, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy to it.

The BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing:

- a) that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;

**OR**

- b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.

Where the BUYER has not availed himself of the provisions of paragraphs (a) or (b) above within the specified time period, this promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

**10.6 INTERVENTION OF SPOUSE** – If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's matrimonial status, the SELLER undertakes to remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence and an undertaking by his spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing him to sell the IMMOVABLE without his spouse's consent. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.

**10.7 DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER undertakes to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the BUYER would otherwise have had to pay.

**11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER**

**11.1 DEED OF SALE** – The BUYER and the SELLER undertake to sign a deed of sale before \_\_\_\_\_, notary, on or before \_\_\_\_\_ DATE. The BUYER shall be the owner upon the signing of the deed of sale.

The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

**11.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of \_\_\_\_\_  
 at \_\_\_\_\_: \_\_\_\_\_ and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which  
DATE  
 the BUYER may have it removed at the SELLER’s expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible  
 for keeping the immovable in the condition that it was in when the BUYER visited it.

**11.3 ADJUSTMENTS** – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income  
 or expenses relating to the IMMOVABLE shall be made:

as of the date of signing of the deed of sale;

**OR**

as of the date of occupancy.

If the occupancy of the premises is to be subsequent to the signing of the deed of sale, an adjustment in regard of this occupancy shall be made at the  
 signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ \_\_\_\_\_  
 per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER’s occupancy  
 of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by  
 the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – The BUYER and the SELLER irrevocably instruct the acting notary  
 to pay directly to \_\_\_\_\_, agency  
 or broker of the SELLER, the remuneration amount set out in the brokerage contract to sell awarded by the SELLER from the available sums payable  
 to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon  
 instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

**11.5 INCLUSIONS** – Included in the sale are the following items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

which are sold without any legal warranty of quality, at the BUYER’s own risk, but must be in working order at the time of delivery of the IMMOVABLE.

**11.6 EXCLUSIONS** – Excluded from the sale are the following items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**11.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**11.8 Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolatory clause, or leasing  
 contract, and obligations of the SELLER to be assumed by the BUYER:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**16. SIGNATURES**

The parties have requested that this form and all related documents be drawn up in English only. Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s’y rattachent soient rédigés en anglais seulement.

**BUYER** – The BUYER acknowledges having read, understood and agreed to this promise to purchase, including any annexes thereto, and having received a copy thereof.

**SELLER’S REPLY** – The SELLER acknowledges having read and understood this promise to purchase, including any annexes thereto, and having received a copy thereof.

The SELLER \_\_\_\_\_ this promise to purchase or submits counter-proposal CP: [ | | | | | | | | | | ] <sup>"ACCEPTS" OR "REFUSES"</sup>.

Signed in \_\_\_\_\_,  
on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

Signed in \_\_\_\_\_,  
on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 1

\_\_\_\_\_  
SIGNATURE OF SELLER 1

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,  
on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

Signed in \_\_\_\_\_,  
on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 2

\_\_\_\_\_  
SIGNATURE OF SELLER 2

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**ACKNOWLEDGEMENT OF RECEIPT** – The BUYER acknowledges having received a copy of the SELLER’s reply.

**INTERVENTION OF SELLER’S SPOUSE** – The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in the acceptance of this promise to purchase, including any annexes thereto, and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in \_\_\_\_\_,  
on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

Signed in \_\_\_\_\_,  
on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 1

\_\_\_\_\_  
SIGNATURE OF SELLER’S SPOUSE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,  
on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 2

\_\_\_\_\_  
WITNESS







**6.3 ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period provided for in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:

a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for a hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period stipulated in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;

OR

b) that he renders this promise to purchase null and void.

Where the SELLER does not avail himself of the provisions of paragraphs a) or b) above within the specified time period stipulated, this promise to purchase shall become null and void.

## 7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1** Subject to clause 8.1 and unless stipulated otherwise in clause 12.1, the BUYER has visited the IMMOVABLE, on \_\_\_\_\_, and declares that he is satisfied therewith. DATE
- 7.2** The BUYER declares that  he is not bound OR  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.
- 7.3** The costs of the deed of sale, of its publication and of the copies required shall be at the BUYER's expense.
- 7.4** Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.
- 7.5** The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.
- 7.6 DAMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER undertakes to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the SELLER would otherwise have had to pay.

## 8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

- 8.1**  This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE, including all common portions, inspected by a building inspector or a professional within a period of \_\_\_\_\_ days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate to obtain all required authorizations from the syndicate of co-owners or the co-owners to achieve this. Should this inspection reveal the existence of a factor relating to the immovable and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER in writing and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This promise to purchase shall become null and void upon receipt by the SELLER of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

**By initialing this box**, the BUYER acknowledges having been informed of his right to have the IMMOVABLE, including all common portions, inspected by a building inspector or a professional, but having decided to limit such inspection to the private portion only. The provisions of the above paragraph shall apply to the inspection report concerning the private portion. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection of the common portions.

OR

**By initialing this box**, the BUYER acknowledges having been informed of his right to have the IMMOVABLE inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

**9. REVIEW OF DOCUMENTS BY THE BUYER**

9.1 This promise to purchase is conditional upon the BUYER's examination of the declaration of co-ownership and the by-law of the immovable and any amendments thereto, the information provided by the syndicate of co-owners if available, the minutes of meetings of the co-owners and of board meetings for the last \_\_\_\_\_ years, the financial statements of the co-ownership, including the statement of sums deposited in the contingency fund, and of the following documents:

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To this effect, the SELLER shall submit to the BUYER a copy of the above documents within \_\_\_\_\_ days following acceptance of this promise to purchase. If a true copy of the declaration of co-ownership cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. The SELLER shall also supply a copy of the by-law of the immovable certified by the syndicate of co-owners.

Should the BUYER not be satisfied upon examining and verifying these documents or should he fail to receive them within the specified time period and wishes to make this promise to purchase null and void as a result, he shall notify the SELLER, in writing, within seven (7) days following expiry of the above time period.

This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to notify the SELLER within the above time period, he shall be deemed to have waived this condition.

**10. DECLARATIONS AND OBLIGATIONS OF THE SELLER**

10.1 The SELLER declares that:

- 1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
- 2. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
- 3. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
- 4. the IMMOVABLE is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party;
- 5. the IMMOVABLE is not an immovable referred to in article 1785 of the Civil Code of Québec, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the seller's rights over the land.

10.2 The SELLER declares  not to have received **OR**  to have received a notice of special assessment from the syndicate of co-owners.

10.3 The SELLER declares  not to have received **OR**  to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.

- 10.4 DELIVERY OF THE IMMOVABLE** – The SELLER promises to sell the IMMOVABLE to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.
- 10.5 OWNERSHIP DOCUMENTS** – The SELLER shall supply the BUYER with a valid title of ownership. The IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law that affect the IMMOVABLE and that are exceptions to the ordinary law of ownership.
- The SELLER shall supply to the BUYER his act of acquisition as well as a certificate of location describing the current state of the entire co-ownership and including the private portion, or, failing this, a certificate of location pertaining to the private portion only, reflecting any cadastral renovation if applicable; the cost of any new certificate of location shall be borne by the BUYER where the previous certificate proves not to have been amended. The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the IMMOVABLE. These documents shall be forwarded to the acting notary identified in clause 11.1.
- 10.6 COSTS RELATING TO REPAYMENT AND CANCELLATION** – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER where payment of those costs will not be assumed by the BUYER. The costs relating to repayment include any penalty that may be applicable in case of early repayment.
- 10.7 DEFECT OR IRREGULARITY** – Should the BUYER or the SELLER be notified, before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the declarations and obligations of the SELLER contained herein, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy to it.
- The BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing:
- that he is purchasing with the alleged defects or irregularities. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;
- OR**
- that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.
- Where the BUYER has not availed himself of the provisions of paragraphs (a) or (b) above within the time period stipulated, this promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.
- 10.8 INTERVENTION OF SPOUSE** – If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's matrimonial status, the SELLER undertakes to remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence and an undertaking by his spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing him to sell the IMMOVABLE without his spouse's consent. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.
- 10.9 DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER undertakes to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the BUYER would otherwise have had to pay.
- 10.10 REQUEST FOR INFORMATION TO THE SYNDICATE** – Unless otherwise stipulated in clause 12.1 or in any other annex forming an integral part of this promise to purchase, the SELLER hereby declares that the information contained in the form "Request for information to the syndicate of co-owners", attached to this promise to purchase, has not changed since the form was obtained.

## 11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

- 11.1 DEED OF SALE** – The BUYER and the SELLER undertake to sign a deed of sale before \_\_\_\_\_, notary, on or before \_\_\_\_\_ DATE \_\_\_\_\_. The BUYER shall be the owner upon the signing of the deed of sale.
- The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the Annexes thereto, including any related document, within the deadline indicated by the notary.
- 11.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of \_\_\_\_\_ DATE \_\_\_\_\_ at \_\_\_\_\_ : \_\_\_\_\_, and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible for keeping the immovable in the condition that it was in when the BUYER visited it.
- 11.3 ADJUSTMENTS** – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income or expenses relating to the IMMOVABLE shall be made:
- as of the date of signing of the deed of sale;
- OR**
- as of the date of occupancy.

There will be no adjustment relating to the contingency fund or other co-ownership fund. However, there will be adjustments relating to common expenses payable monthly or periodically. The syndicate's claim shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

If the occupancy of the premises is to be subsequent to the signing of the deed of sale, an adjustment in regard of this occupancy shall be made at the signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ \_\_\_\_\_ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to \_\_\_\_\_, agency or broker of the SELLER, the remuneration amount provided for in the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

**11.5 INCLUSIONS** – Included in the sale are the following items:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which are sold without any legal warranty of quality, at the BUYER's own risk, but must be in working order at the time of delivery of the IMMOVABLE.

**11.6 EXCLUSIONS** – Excluded from the sale are the following items:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**11.7** Service and leasing contracts on appliances and equipment to be assumed by the BUYER:

\_\_\_\_\_  
\_\_\_\_\_

**11.8** Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolutive clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

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\_\_\_\_\_

**12. OTHER DECLARATIONS AND CONDITIONS**

**12.1**

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**16. SIGNATURES**

The parties have requested that this form and all related documents be drawn up in English only. Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.

**BUYER** – The BUYER acknowledges having read, understood and agreed to this promise to purchase, including any annexes thereto, and having received a copy thereof.

**SELLER'S REPLY** – The SELLER acknowledges having read and understood this promise to purchase, including any annexes thereto, and having received a copy thereof.

The SELLER \_\_\_\_\_ this promise to purchase or submits counter-proposal CP - 

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Signed in \_\_\_\_\_,

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

on \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 1

\_\_\_\_\_  
SIGNATURE OF SELLER 1

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

on \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 2

\_\_\_\_\_  
SIGNATURE OF SELLER 2

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**ACKNOWLEDGEMENT OF RECEIPT** – The BUYER acknowledges having received a copy of the SELLER's reply.

**INTERVENTION OF SELLER'S SPOUSE** – The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in the acceptance of this promise to purchase, including any annexes thereto, and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in \_\_\_\_\_,

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

on \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 1

\_\_\_\_\_  
SIGNATURE OF SELLER'S SPOUSE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_: \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 2

\_\_\_\_\_  
WITNESS







- 6.3 **ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2, require that the BUYER provide proof of the financial institution's refusal to grant a loan in the amount set out in clause 6.1 or higher.

Upon expiry of the period stipulated in this clause, this promise to purchase shall become null and void.

## 7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 12.1, the BUYER has visited the IMMOVABLE, on \_\_\_\_\_, and declares that he is satisfied therewith. DATE
- 7.2 The BUYER declares that  he is not bound OR  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.
- 7.3 The costs of the deed of sale, of its publication and of the copies required shall be at the BUYER's expense.
- 7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.
- 7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.
- 7.6 **DAMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER undertakes to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the SELLER would otherwise have had to pay.

## 8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

**WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.**

- 8.1  This promise to purchase is conditional upon the BUYER being permitted to have the immovable held in co-ownership inspected by a building inspector or a professional within a period of \_\_\_\_\_ days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate to obtain all required authorizations from the other undivided co-owners to achieve this. Should this inspection reveal the existence of a factor relating to the immovable held in co-ownership and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

OR

By initialing this box, the BUYER acknowledges having been informed of his right to have the immovable held in co-ownership inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

## 9. REVIEW OF DOCUMENTS BY THE BUYER

- 9.1 This promise to purchase is conditional upon the BUYER's examination of the following documents:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To this effect, the SELLER shall submit to the BUYER a copy of the above documents within \_\_\_\_\_ days following acceptance of this promise to purchase. Should the BUYER not be satisfied upon examining and verifying these documents or should he fail to receive them within the specified time period and wishes to make this promise to purchase null and void as a result, he shall notify the SELLER, in writing, within seven (7) days following expiry of the above time period.

This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to notify the SELLER within the above time period, he shall be deemed to have waived this condition.

**10. DECLARATIONS AND OBLIGATIONS OF THE SELLER****10.1 The SELLER declares that:**

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
2. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
3. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
4. the IMMOVABLE is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party, excluding the other undivided co-owners;
5. the undivided co-owners:

have the following pre-emptive right, if applicable (indicate time period and terms):

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The SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive right or their right of redemption and to submit it to the BUYER within \_\_\_\_\_ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above period shall cause the promise to purchase to become null and void;

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the Civil Code of Québec (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

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The SELLER shall provide proof thereof to the BUYER within five (5) days following acceptance of this promise to purchase;

6. the IMMOVABLE is not an immovable referred to in article 1785 of the Civil Code of Quebec, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the SELLER's rights over the land.

**10.2 DELIVERY OF THE IMMOVABLE** – The SELLER promises to sell the IMMOVABLE to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.

**10.3 OWNERSHIP DOCUMENTS** – The SELLER shall supply the BUYER with a valid title of ownership. The IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law that affect the IMMOVABLE and that are exceptions to the ordinary law of ownership.

The SELLER shall supply to the BUYER his act of acquisition, as well as a certificate of location describing the current state of the immovable held in co-ownership, reflecting any cadastral renovation if applicable; the cost of any new certificate of location shall be borne by the BUYER where the previous certificate proves not to have been amended. The SELLER shall also supply to the BUYER the indivision agreement, including the co-ownership by-law. If a true copy of the indivision agreement cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the IMMOVABLE. These documents shall be forwarded to the acting notary identified in clause 11.1.

- 10.4 COSTS RELATING TO REPAYMENT AND CANCELLATION** – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER where payment of those costs will not be assumed by the BUYER. The costs relating to repayment include any penalty that may be applicable in case of early repayment.
- 10.5 DEFECT OR IRREGULARITY** – Should the BUYER or the SELLER be notified, before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the declarations and obligations of the SELLER contained herein, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy to it.
- The BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing:
- a) that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;
- OR**
- b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.
- Where the BUYER has not availed himself of the provisions of paragraphs (a) or (b) above within the time period stipulated, this promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.
- 10.6 INTERVENTION OF SPOUSE** – If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's matrimonial status, the SELLER undertakes to remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence and an undertaking by his spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing him to sell the IMMOVABLE without his spouse's consent. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.
- 10.7 DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER undertakes to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the BUYER would otherwise have had to pay.

## 11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

- 11.1 DEED OF SALE** – The BUYER and the SELLER undertake to sign a deed of sale before \_\_\_\_\_, notary, on or before \_\_\_\_\_, DATE. The BUYER shall be the owner upon the signing of the deed of sale. The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the Annexes thereto, including any related document, within the deadline indicated by the notary.
- 11.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of \_\_\_\_\_, DATE, at \_\_\_\_\_, and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible for keeping the immovable in the condition that it was in when the BUYER visited it.
- 11.3 ADJUSTMENTS** – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income or expenses relating to the IMMOVABLE shall be made:
- as of the date of signing of the deed of sale;
- OR**
- as of the date of occupancy.

There will be no adjustment relating to the contingency fund or other co-ownership fund. There will be adjustments relating to common expenses payable monthly or periodically. Any claim arising from a decision adopted by the undivided co-owners shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

If the occupancy of the premises is to be subsequent to the signing of the deed of sale, an adjustment in regard of this occupancy shall be made at the signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ \_\_\_\_\_ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to \_\_\_\_\_, agency or broker of the SELLER, the remuneration amount set out in the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

**11.5 INCLUSIONS** – Included in the sale are the following items:

\_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

which are sold without any legal warranty of quality, at the BUYER's own risk, but must be in working order at the time of delivery of the IMMOVABLE.

**11.6 EXCLUSIONS** – Excluded from the sale are the following items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**11.7** Service and leasing contracts on appliances and equipment to be assumed by the BUYER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**11.8** Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolatory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**12. OTHER DECLARATIONS AND CONDITIONS**

**12.1**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_









**6.3 ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:

a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for an hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period specified in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;

OR

b) that he renders this promise to purchase null and void.

Where the SELLER does not avail himself of the provisions of paragraph (a) or (b) above within the specified time period, this promise to purchase shall become null and void.

## 7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 12.1, the BUYER has visited the MOBILE HOME, on \_\_\_\_\_, and declares that he is satisfied therewith. DATE

7.2 The BUYER declares that  he is not bound OR  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.

7.3 The costs of the deed of sale, of its registration, if applicable, and of the copies required shall be at the BUYER's expense.

7.4 Transfer duties owed following the signing of the deed of sale, if applicable, shall be at the BUYER's expense.

7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.

7.6 **DAMAGES** – In the event that no deed of sale is signed for the MOBILE HOME through the BUYER's fault, the BUYER undertakes to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the SELLER would otherwise have had to pay.

## 8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

**WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.**

8.1  This promise to purchase is conditional upon the BUYER being permitted to have the MOBILE HOME inspected by a building inspector or a professional within a period of \_\_\_\_\_ days following acceptance of this promise to purchase. Should this inspection reveal the existence of a factor relating to the MOBILE HOME and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

OR

By initialing this box, the BUYER acknowledges having been informed of his right to have the MOBILE HOME inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

## 9. REVIEW OF DOCUMENTS BY THE BUYER

9.1 This promise to purchase is conditional upon the BUYER's examination and verification of the LAND lease, the by-laws of the mobile home park and the following documents:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To this effect, the SELLER shall submit to the BUYER a copy of the above documents within \_\_\_\_\_ days following acceptance of this promise to purchase. Should the BUYER not be satisfied upon examining and verifying these documents or should he fail to receive them within the specified time period and wishes to make this promise to purchase null and void as a result, he shall notify the SELLER, in writing, within seven (7) days following the expiry of the above mentioned time period.

This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to notify the SELLER within the above mentioned time period, he shall be deemed to have waived this condition.

## 10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

The form Declarations by the Seller of the Immovable is to be used to supplement this form.

### 10.1 The SELLER declares that:

1. he is the sole owner of the MOBILE HOME and the sole lessee of the LAND or is duly authorized to sign this promise to purchase;
2. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
3. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
4. that the MOBILE HOME is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party and that the LAND is not the subject of an agreement to sublease it.

**10.2 DELIVERY OF THE MOBILE HOME** – The SELLER promises to sell the MOBILE HOME to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the MOBILE HOME in the condition in which it was when the BUYER visited it.

**10.3 OWNERSHIP DOCUMENTS** – The SELLER shall supply the BUYER with a valid title of ownership. The MOBILE HOME shall be sold free of any real rights or other charges. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law affecting the MOBILE HOME and that are exceptions to the ordinary law of ownership.

The SELLER shall supply to the BUYER his act of acquisition and any other title he has in his possession.

**10.4 COSTS RELATING TO REPAYMENT AND CANCELLATION** – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the MOBILE HOME shall be borne by the SELLER where payment of those costs will not be assumed by the BUYER. The costs relating to repayment include any penalty that may be applicable in case of early repayment.

**10.5 DEFECT OR IRREGULARITY** – Should the BUYER or the SELLER be notified, before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the declarations and obligations of the SELLER contained herein, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy to it.

The BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing:

- a) that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;

OR

- b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.

Where the BUYER has not availed himself of the provisions of paragraphs (a) or (b) above within the specified time period, this promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

**10.6 INTERVENTION OF SPOUSE** – If the MOBILE HOME is used as a family residence by the SELLER and the leased LAND is the site on which the home is established, or if required by his marital status, the SELLER shall remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence, and an undertaking by the latter spouse to intervene for the same purposes in the notarial deed of sale, and, if applicable, a copy of the judgment authorizing him to assign his lease or to terminate it without his spouse's consent and concurrence. Failing that, the BUYER may, by giving written notice to the SELLER to this effect, render this promise to purchase null and void.

**10.7 NOTICE TO THE LESSOR OF THE LAND** – The SELLER undertakes to notify the lessor of the LAND, immediately after acceptance of this promise, of the sale of the MOBILE HOME, in accordance with Section 1998 of the Civil Code of Québec.

**10.8 DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the MOBILE HOME, the SELLER undertakes to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the BUYER would otherwise have had to pay.

**11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER**

**11.1 DEED OF SALE** – The BUYER and the SELLER undertake to sign, if applicable, a deed of sale before \_\_\_\_\_, notary, on or before \_\_\_\_\_ DATE. The BUYER shall be the owner upon the signing of the deed of sale.

If applicable, the BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

**11.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the MOBILE HOME available for occupancy by the BUYER as of \_\_\_\_\_ at \_\_\_\_\_ : \_\_\_\_\_ and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the MOBILE HOME before that date, he shall nevertheless remain responsible for keeping the MOBILE HOME in the condition that it was in when the BUYER visited it.

**11.3 ADJUSTMENTS** – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income or expenses relating to the MOBILE HOME shall be made:

as of the date of signing of the deed of sale;

OR

as of the date of occupancy.

If the occupancy of the premises is to be subsequent to the signing of the deed of sale, an adjustment in regard of this occupancy shall be made at the signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ \_\_\_\_\_ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – If applicable, the BUYER and the SELLER irrevocably instruct the acting notary to pay directly to \_\_\_\_\_, agency or broker of the SELLER, the remuneration amount set out in the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

**11.5 INCLUSIONS** – Included in the sale are the following items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

which are sold without any legal warranty of quality, at the BUYER's own risk, but must be in working order at the time of delivery of the MOBILE HOME.

**11.6 EXCLUSIONS** – Excluded from the sale are the following items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**11.7 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the BUYER:**

1° For the leasing of the LAND

a) the rent requested for the LAND on which the MOBILE HOME is located is: \_\_\_\_\_

dollars (\$) \_\_\_\_\_)  per week  per month  other: \_\_\_\_\_, for a total amount of

\_\_\_\_\_ dollars (\$) \_\_\_\_\_) for the full term of the

lease, if it is a fixed term lease.

b) Lease term of LAND: \_\_\_\_\_

c) Inclusions provided for in the lease:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d) Exclusions provided for in the lease:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e) Indicate below, service charges or taxes that shall be borne by the buyer concerning the LAND (snow removal contract, water tax, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2° For appliances and equipment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11.8 Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolatory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. OTHER DECLARATIONS AND CONDITIONS**

12.1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







**MANDATORY FORM  
PROMISE TO PURCHASE – PUBLIC CURATOR**

In collaboration with: **Curateur public Québec**

**NOTE** – This form must be used for the purchase of a residential immovable whose administration is entrusted to a Public Curator.

**1. IDENTIFICATION OF THE PARTIES**

The PUBLIC CURATOR in his capacity as \_\_\_\_\_

in \_\_\_\_\_

FIRST NAME AND LAST NAME OF THE PERSON REPRESENTED

Having mandated, by delegation, for the purposes of selling the immovable:

FIRST NAME AND LAST NAME OF THE PUBLIC CURATOR'S REPRESENTATIVE MANDATED TO PROCEED WITH THE SALE

600, boulevard René-Lévesque Ouest  
Montréal (Québec) H3B 4W9

TELEPHONE NUMBER AND EMAIL

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY)

(Hereinafter called "the BUYER")

(Hereinafter called "the SELLER")

**2. OBJECT OF THE PROMISE TO PURCHASE**

2.1 The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:

\_\_\_\_\_, broker 

--	--	--	--	--	--	--	--

  
LICENCE NUMBER

carrying on activities within the following business corporation \_\_\_\_\_

representing the following agency \_\_\_\_\_ or

acting on his own account.

**3. SUMMARY DESCRIPTION OF THE IMMOVABLE**

3.1  The immovable is held in divided co-ownership and described in clause ADC2 of Annex ADC- 

--	--	--	--	--	--	--	--

The immovable is held in undivided co-ownership and described in clause AUC2 of Annex AUC- 

--	--	--	--	--	--	--	--

The immovable, with building erected, if applicable, is designated as follows:

NUMBER	STREET	CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION				
APPROXIMATE DIMENSIONS		<input type="checkbox"/> m <input type="checkbox"/> ft	APPROXIMATE AREA	
			<input type="checkbox"/> m <sup>2</sup> <input type="checkbox"/> ft <sup>2</sup>	

By **initialing this box**, the BUYER acknowledges that the area and dimensions specified herein are approximate but can be checked against a certificate of location prepared at his own expense.

(hereinafter called "the IMMOVABLE")

#### 4. PRICE AND DEPOSIT (PLUS TAXES, IF APPLICABLE)

4.1 **PRICE** – The purchase price shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) which the BUYER agrees to pay in full upon the signing of the deed of sale.

4.2  By **affixing his initials**, the BUYER acknowledges that the immovable may be subject to the Goods and Services Tax and the Québec Sales Tax and shall make his own verifications, at his own expense.

4.3 **DEPOSIT** – As required by the SELLER, the BUYER shall remit with this promise to purchase to the ex officio Public Curator, as a deposit on the sale price to be paid, a sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) representing ten per cent (10%) of the price offered in clause 4.1 by a certified cheque or money order payable to the order of the "ex officio Public Curator \_\_\_\_\_".

(FIRST NAME AND LAST NAME OF THE PERSON REPRESENTED)

The receipt of this deposit by the ex officio Public Curator does not constitute an acceptance of the promise to purchase.

In the event the signing of the deed of sale does not take place on date specified by the parties because the BUYER voluntarily blocks the sale or otherwise voluntarily prevents its conclusion, the sum shall be remitted to the SELLER as liquidated damages.

In other cases, should the promise to purchase become null and void, the SELLER shall immediately refund the deposit to the depositor, without interest or indemnity. The SELLER may require that the request for a refund be made in writing.

#### 5. METHOD OF PAYMENT

5.1 **DEPOSIT** – Deposit paid in accordance with clause 4.3 of this promise to purchase: \$ \_\_\_\_\_

5.2 **ADDITIONAL SUM** – Within the deadline indicated by the acting notary, the BUYER shall pay, or shall cause to be paid, to the acting notary, in trust, an additional sum: \$ \_\_\_\_\_

5.3 **NEW LOAN** – Within the deadline indicated by the acting notary, the BUYER shall cause to be paid to the notary, in trust, a sum corresponding to any amount to be obtained in the form of a new hypothecary loan in accordance with clause 6.1: \$ \_\_\_\_\_

**TOTAL PRICE** \$ \_\_\_\_\_

#### 6. NEW HYPOTHECARY LOAN

6.1 **TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ \_\_\_\_\_, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed \_\_\_\_\_% per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of \_\_\_\_\_ years, the balance becoming due in a minimum of \_\_\_\_\_ years.

In his efforts to obtain such a loan, the BUYER declares that:

he is bound to an agency or broker by an exclusive mortgage brokerage contract

OR

he is not bound to an agency or broker by an exclusive mortgage brokerage contract.

6.2 **UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within \_\_\_\_\_ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.

6.3  **ABSENCE OF UNDERTAKING** – The immovable is held in undivided co-ownership. This clause is replaced by clause AUC6 of Annex AUC - [ | | | | | | | ] .

OR

In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:

a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for a hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period stipulated in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;

OR

b) that he renders this promise to purchase null and void.

Where the SELLER does not avail himself of the provisions of paragraphs (a) or (b) above within the time period stipulated, this promise to purchase shall become null and void.

## 7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 11.6, the BUYER has visited the IMMOVABLE, on \_\_\_\_\_, and declares that he is satisfied therewith. DATE

7.2 The BUYER declares that  he is not bound OR  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.

7.3 The costs of the deed of sale, of its registration and of the copies required shall be at the BUYER's expense.

7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.

7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.

7.6 **DAMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER undertakes to compensate directly the agency or the broker, bound to the SELLER by a brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the SELLER would otherwise have had to pay.

## 8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

8.1  The immovable is held in divided co-ownership. The inspection terms are set out in clause ADC3 of Annex ADC - [ | | | | | | | ] .

OR

The immovable is held in undivided co-ownership. The inspection terms are set out in clause AUC3 of Annex AUC- [ | | | | | | | ] .

OR

This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE inspected by a building inspector or a professional within a period of \_\_\_\_\_ days following acceptance of this promise to purchase. Should this inspection reveal the existence of a factor relating to the immovable and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiry of the above-



**10. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER**

**10.1 DEED OF SALE** – The BUYER and the SELLER undertake to sign a deed of sale, where applicable, before \_\_\_\_\_, notary, on or before \_\_\_\_\_. The BUYER shall be the owner upon the signing of the deed of sale.

The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

**10.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER upon the signing of the deed of sale, on \_\_\_\_\_ at \_\_\_\_\_: \_\_\_\_\_.

**10.3 ADJUSTMENTS** – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income or expenses relating to the IMMOVABLE shall be made as of the date of signing of the deed of sale.

- The immovable is held in divided co-ownership. This clause is supplemented in clause ADC5 of annex ADC- [ | | | | | | | ].
- The immovable is held in undivided co-ownership. This clause is supplemented in clause AUC5 of annex AUC- [ | | | | | | | ].

**10.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to \_\_\_\_\_, agency or broker of the SELLER, the remuneration amount set out in the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

**10.5 INCLUSIONS** – Included in the sale are the following items:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which are sold without legal warranty of quality, at the buyer's own risk.

**10.6 EXCLUSIONS** – Excluded from the sale are the following items:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER, to the best of the SELLER's knowledge:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**12. ANNEXES**

12.1 The provisions set forth in the annexes identified below form an integral part of this promise to purchase:

General Annex AG- [ ] Residential immovable Annex AR- [ ] Financing Annex AF- [ ]

Divided co-ownership Annex ADC- [ ] Undivided co-ownership Annex AUC- [ ]

Other(s): \_\_\_\_\_

**13. CONDITIONS OF ACCEPTANCE**

13.1 The BUYER and the SELLER declare that their consent is not the result of any representation or condition not contained herein. The BUYER is irrevocably committed until \_\_\_\_\_ : \_\_\_\_\_ , on \_\_\_\_\_ .  
DATE

If the SELLER accepts this promise to purchase, within this deadline, it shall constitute a contract that is legally binding on the BUYER and the SELLER until proper and full execution. If the SELLER does not accept it, within this deadline, this promise to purchase shall become null and void. A refusal by the SELLER shall render this promise to purchase null and void. A counter-proposal by the SELLER shall have the same effect as a refusal.

**14. INTERPRETATION**

14.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.

14.2 This contract and the performance thereof are governed by the laws of Québec.

**15. SIGNATURES**

**BUYER** – The BUYER acknowledges having read, understood and agreed to this promise to purchase, including any annexes thereto, and having received a duplicate thereof.

**SELLER'S REPLY** – The SELLER acknowledges having read and understood this promise to purchase, including any annexes thereto, and having received a copy thereof.

The SELLER \_\_\_\_\_ this promise to  
"ACCEPTS" OR "REFUSES"  
purchase or submits a counter-proposal CPCP- [ ] .

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF BUYER 1

WITNESS

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF SELLER 1

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF BUYER 2

WITNESS

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF SELLER 2

**ACKNOWLEDGEMENT OF RECEIPT** – The BUYER acknowledges having received a copy of the SELLER's reply.

Signed in \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE OF BUYER 1  
WITNESS

Signed in \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE OF BUYER 2  
WITNESS

**INTERVENTION OF SELLER'S SPOUSE** – The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in the acceptance of this promise to purchase, including any annexes thereto, and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE OF THE SELLER'S SPOUSE

**CONSENT** – I, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ in my capacity as  
\_\_\_\_\_ in

consent in accordance with section 34 of the *Public Curator Act* to the alienation of the IMMOVABLE described in section 3 for consideration and under the conditions set forth in this promise to purchase.

- I undertake to intervene in the notarial deed of sale for all legal purposes;
- OR**
- I consent to having a statement included in the deed of sale to the effect that I have signed this promise to purchase.

\_\_\_\_\_  
AUTHORIZED PERSON ACCORDING TO SECTION 34 OF THE PUBLIC CURATOR ACT  
Signed in \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE

**AUC1. REFERENCE TO PRINCIPAL FORM**

In the case of an undivided co-ownership, the following clauses supplement or replace, as indicated herein, those set forth in the PPC form - [ ] and form an integral part thereof.

**AUC2. SUMMARY DESCRIPTION OF THE IMMOVABLE**

The clause 3.1 of the form identified in section AUC1 is replaced by the following:

3.1 A \_\_\_\_\_% share of the immovable held in undivided co-ownership is designated as follows:

NUMBER	STREET	APT.	CITY	PROVINCE	POSTAL CODE

With exclusive use of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

and including: \_\_\_\_\_ parking space(s), number(s) \_\_\_\_\_ storage space(s), number(s) \_\_\_\_\_

**CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP**

APPROXIMATE DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP	<input type="checkbox"/> m <input type="checkbox"/> ft	APPROXIMATE AREA OF IMMOVABLE HELD IN CO-OWNERSHIP	<input type="checkbox"/> m <sup>2</sup> <input type="checkbox"/> ft <sup>2</sup>
AREA OF SHARE	<input type="checkbox"/> GROSS <input type="checkbox"/> NET AS PER CERTIFICATE OF LOCATION		

By initialing this box, the BUYER acknowledges that the area and dimensions specified herein are approximate but can be checked against a certificate of location prepared at his own expense.

(hereinafter called "the IMMOVABLE")

**AUC3. INSPECTION BY A PERSON CHOSEN BY THE BUYER**

**WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.**

The clause 8.1 of the form identified in section AUC1 is replaced by the following:

8.1  This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE held in co-ownership inspected by a building inspector or a professional within a period of \_\_\_\_\_ days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate to obtain all required authorizations from other co-owners to achieve this. Should this inspection reveal the existence of a factor relating to the IMMOVABLE and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

OR

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE held in co-ownership inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

**AUC4. OTHER DECLARATIONS BY THE SELLER**

In addition to the declarations made in section 9 of the form identified in section AUC1, the SELLER shall add, to the best of his knowledge that: the undivided co-owners:

have the following pre-emptive right, if applicable (indicate time period and terms):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive or redemption right and to submit it to the BUYER within \_\_\_\_\_ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above-mentioned period shall cause the promise to purchase to become null and void.

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the Civil Code of Québec (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The SELLER shall provide proof thereof to the BUYER within five (5) days following acceptance of this promise to purchase.

**AUC5. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER**

The clause 10.3 of the form identified in section AUC1 is supplemented by the following:

**ADJUSTMENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND** – There will be no adjustment relating to the contingency fund or other co-ownership fund. There will be adjustments relating to common expenses payable monthly or periodically.

**AUC6. NEW HYPOTHECARY LOAN**

The clause 6.3 of the form identified in section AUC1 is replaced by the following:

**ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2, require that the BUYER provide proof of the financial institution’s refusal to grant a loan in the amount set out in clause 6.1 or higher.

Upon expiry of the period mentioned in this clause, this promise to purchase shall become null and void.

**AUC7. INITIALS (ALL COPIES MUST BE INITIALED)**

BUYER 1	BUYER 2	WITNESS	SELLER 1	SELLER 2	AUTHORIZED PERSON (SECTION 34 PCA)



By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE, including all common portions, inspected by a building inspector or a professional, but having decided to limit such inspection to the private portion only. The provisions of the above paragraph shall apply to the inspection report concerning the private portion. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection of the common portions.

OR

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

#### ADC4. OTHER DECLARATIONS BY THE SELLER

In addition to the declarations made in section 9 of the form identified in section ADC1, the SELLER shall add, to the best of his knowledge:

- a)  not to have received OR  to have received a notice of special assessment from the syndicate of co-owners.
- b)  not to have received OR  to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.
- c) Unless otherwise stipulated in clause 12.1 or in any other annex forming an integral part of this promise to purchase, that the information contained in the form "Request for information to the syndicate of co-owners", attached to this promise to purchase, has not changed since the form was obtained.

#### ADC5. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

The clause 10.3 of the form identified in section ADC1 is supplemented by the following:

**ADJUSTMENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND AND SYNDICATE'S CLAIM** – There will be no adjustment relating to the contingency fund or other co-ownership fund. There will be adjustments relating to common expenses payable monthly or periodically.

The syndicate's claim shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

#### ADC6. INITIALS (ALL COPIES MUST BE INITIALED)

BUYER 1	BUYER 2	WITNESS	SELLER 1	SELLER 2	AUTHORIZED PERSON (SECTION 34 PCA)



## Draft Regulations

### Draft Regulation

Act to assist persons who are victims of criminal offences and to facilitate their recovery (chapter 13)

#### Application of the Act

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting the application of the Act to assist persons who are victims of criminal offences and to facilitate their recovery (2021, chapter 13), appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation sets the conditions that must be met by a government department or body offering a service to provide assistance or support for persons who are victims of criminal offences in order to obtain a subsidy, and the contents of the service statement that a government department or body working with these persons must produce. The draft Regulation also specifies the conditions, the standards, the amounts and the terms of conditions applying to the financial assistance plan for persons who are victims provided for in the Act to assist persons who are victims of criminal offences and to facilitate their recovery (2021, chapter 13).

The draft Regulation will have a positive impact on vulnerable persons, and in particular on persons who are victims of spousal violence, persons without employment and students.

Further information on the draft Regulation may be obtained by contacting Catherine Geoffroy, Direction de l'aide aux victimes et des mesures d'accessibilité, Ministère de la Justice, 1, rue Notre-Dame Est, 3<sup>e</sup> étage, Montréal (Québec) H2Y 1B6; telephone: 514 393-2721, extension 52682; fax: 418 643-9749; email: catherine.geoffroy@justice.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister of Justice, 1200, route de l'Église, 9<sup>e</sup> étage, Québec (Québec) G1V 4M1.

SIMON JOLIN-BARRETTE  
*Minister of Justice*

### Regulation respecting the application of the Act to assist persons who are victims of criminal offences and to facilitate their recovery

Act to assist persons who are victims of criminal offences and to facilitate their recovery (2021, chapter 13, ss. 9, 9.1, 14, 19, 26, 28, 30, 31, 32, 33, 34, 36, 38, 38.1, 40, 41, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 63, 71, 75, 80.1 and 186).

#### CHAPTER I

##### SUPPORT FOR PERSONS WHO ARE VICTIMS

**1.** An application for a subsidy to maintain and develop services and programs for persons who are victims of criminal offences under the first paragraph of section 9 of the Act to assist persons who are victims of criminal offences and to facilitate their recovery (2021, chapter 13) must be filed in writing at the office dedicated to assisting persons who are victims of criminal offences. The application must contain, in particular, the following information and documents:

- (1) if the applicant is a natural person,
  - (a) the applicant's name, contact information and profession or occupation;
  - (b) the applicant's curriculum vitae;
  - (c) the name and contact information of the organization sponsoring the application;
  - (d) a letter from the organization sponsoring the application, confirming its sponsorship;
- (2) if the applicant is an organization,
  - (a) its name and the address of its head office;
  - (b) the name, contact information and profession of the natural person authorized to file the application;
  - (c) the names of the members of the board of directors, their functions and, if applicable, the group or association they represent within the organization;

(d) the number of meetings of the board of directors held in the twelve months preceding the application, the date of the last annual general meeting and the number of members present at that meeting;

(e) a short history of the organization, its objectives, its relations with bodies and resources in the community, its clientele and the area it serves;

(f) the administrative structure for the project, including an indication of the number of people receiving remuneration and the number of volunteers, and their respective functions in the completion of the project;

(g) at the Minister's request, a copy of the constituting act and general by-laws of the organization;

(h) a certified true copy of the resolution of the board of directors authorizing the filing of the application;

(i) a copy of the financial report for the last fiscal year, adopted at the last annual general meeting, and the name of the auditor;

(j) a copy of the last annual report adopted at the last annual general meeting.

**2.** An application for a subsidy to develop and maintain services and programs for persons who are victims of criminal offences, filed pursuant to the first paragraph of section 9 of the Act, must contain, in particular, the following information:

(1) the nature of the services that will be dispensed, depending on the needs of the persons who are victims of criminal offences, the target clientele, the area served and the activities that will be implemented using the subsidy;

(2) the budget forecast for the dispensation of services, including an estimate of future expenditure and revenue;

(3) the other applications for subsidies or financial assistance that the organization has filed, the amounts requested and, where applicable, the amounts received;

(4) the other sources of funding of the person or organization;

(5) in the case of new services, a plan for their implementation, including a description of the activities and timeframes for each activity;

(6) the administrative structure for the dispensation of services, including an indication of the number of people receiving remuneration and the number of volunteers, and their respective functions.

**3.** An application for a subsidy filed by any person or organization that promotes research on any matter pertaining to assistance, support or the defence of the rights of persons who are victims, or that promotes support for such persons, as well as the development and implementation of informational, awareness and training programs under the second paragraph of section 9 of the Act, must contain, in particular, the following information and documents:

(1) a description of the project;

(2) the target clientele for the project;

(3) a statement of the objectives of the project in terms of assistance for persons who are victims of criminal offences;

(4) the implementation plan for the project, including a description of the activities and timeframes for each activity, depending on its objectives;

(5) the budget for the project, including an estimate of future expenditure and revenue;

(6) the administrative structure for the project, including an indication of the number of people receiving remuneration and the number of volunteers, and their respective functions in the completion of the project;

(7) the other applications for subsidies or financial assistance that the person or organization has filed for the project, the amounts requested and, where applicable, the amounts received;

(8) the other sources of funding of the person or organization;

(9) the document expressing support for the project, where applicable.

**4.** The granting of the subsidy and the terms and conditions of payment must be recorded in a written agreement between the Minister and the applicant person or organization.

The applicant person or organization must undertake to use the subsidy only in pursuit of the objectives for which it is granted.

The applicant person or organization must also undertake to provide, not later than 30 June of the year following the year for which the subsidy is granted, or at any other time agreed with the Minister, the following documents:

(1) a report on the activities completed using the subsidy, including a breakdown showing how the amounts received were used;

(2) a financial report containing a balance sheet, a statement of income and expenditure, and a detailed statement of the use made of the subsidy;

(3) a copy of a document or materials resulting from the project, if any.

**5.** Any government department or body or any non-profit organization subsidized by the Government to the extent that because of one of its missions and usually it provides services for persons who are victims or whose activities cause it to intervene with such persons, must adopt the service statement provided for in section 9.1 of the Act.

**6.** A government department or organization referred to in section 5 must, in particular, indicate in its service statement

(1) its name and the address of its head office;

(2) a description of its mission;

(3) a description of the services it provides for persons who are victims;

(4) a list of its commitment towards persons who are victims;

(5) a description of its complaint mechanism, presenting

(a) the person responsible for receiving complaints;

(b) the procedure for filing a complaint;

(c) the right of a person who is a victim to be informed of the outcome of the complaint;

(d) the time needed to process a complaint.

**7.** Every government department or body referred to in section 9.1 of the Act must file with the Minister, not later than 30 June each year,

(1) its up-to-date service statement;

(2) a report containing, in particular,

(a) the number of complaints filed by persons who are victims concerning its services or activities;

(b) the nature of such complaints, divided into categories according to the rights set out in sections 3 to 6 of the Act;

(c) the outcome of the complaints, divided into categories of corrective measures, such as: provision of a new service, referral to another government department or body, and disciplinary measures;

(d) the changes made by the government department or the organization following such complaints, such as new training or a new structure.

## CHAPTER II QUALIFICATION APPLICATIONS, APPLICATIONS FOR FINANCIAL ASSISTANCE, OTHER APPLICATIONS AND NOTICES

**8.** Every qualification application, every application for financial assistance, every other application and every notice to the Minister must be filed, unless otherwise indicated by the Minister or in this Regulation, using the form prescribed by the Minister, signed by the person who is a victim.

The application or notice is deemed to have been filed with the Minister on the date it is received.

**9.** A qualification application must contain, in particular, the following information and, where applicable, be accompanied by the following documents:

(1) the name, contact information, social insurance number and health insurance number of the applicant, if such numbers have been assigned;

(2) if the criminal offence was not committed against the applicant, the name of the person who was the victim and who suffered interference with their integrity, and the victim's connection with the applicant;

(3) in the case of a child who is a victim under 14 years of age or 14 years of age or over who does not file an application alone, the name and contact information of the parent, person having parental authority, tutor, director of youth protection having responsibility, or other person of full age who filed the application for the child;

(4) in the case of an incapable person, the name and contact information of the tutor, curator, or other person of full age who filed the application for the incapable person;

(5) the date and time or period and place of the commission of the criminal offence, and a description of the circumstances;

- (6) the names and addresses of witnesses, if any;
- (7) where applicable, the name of the institution where the person who is a victim was hospitalized or treated, and the name and address of the health professional who provided treatment;
- (8) the nature of the interference suffered;
- (9) the health assessment required by the Act;
- (10) the police force that drew up a report on the incident and the incident number, if known;
- (11) whether an application for compensation, benefits or another monetary advantage has been filed by the applicant in connection with the commission of the criminal offence under another public plan, even outside Québec and, where applicable, the amount received and the grounds on which it was awarded;
- (12) if the criminal offence was committed outside Québec, the documents showing the person who is a victim's Canadian citizenship or permanent resident status, registered Indian status under the Indian Act (Revised Statutes of Canada, 1985, chapter I-5), or refugee status within the meaning of the Geneva Convention as granted in Canada by the competent authority, and the fact that they were domiciled in Québec for at least 6 months when the offence was committed, along with a list of trips and states outside Québec, with their duration, made by them in the year preceding the commission of the offence;
- (13) a declaration and a document showing the income of the person who is a victim for the 12 months preceding the start of their incapacity to carry on their employment as observed by a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17;
- (14) the amount of any amount awarded or determined by agreement or compromise, received by the person who is a victim in a court action or right to such action for the same objects, same sequelae or same injuries as those targeted by the application, and a copy of the judgment, transaction or act terminating the litigation;
- (15) the amount of damages paid to the person who is a victim pursuant to section 738 of the Criminal Code (Revised Statutes of Canada, 1985, c. C-46);
- (16) if the application is filed after the expiry of the time prescribed for doing so, the reason for the delay;
- (17) a copy of the act of death or death certificate, where applicable.

**10.** An application for the re-assessment of the lump sum filed following a worsening of the sequelae of a person who is a victim must contain, in particular, the following information:

- (1) the name and contact information of the person who is a victim and of their representative, if any;
- (2) the file number of person who is a victim, as assigned by the Minister for the initial application;
- (3) a description of the worsening of the sequelae and the health assessment supporting the description.

**11.** An application for financial assistance aimed at contributing to the support needs of a child whose conception results from a sexual aggression must, in particular, contain the following information:

- (1) the name, contact information and social insurance number of the person filing the application;
- (2) the name of each child covered by the application;
- (3) a declaration that the person filing the application provides for the needs of the child or children concerned;
- (4) a description of the facts that justify the payment of the financial assistance.

**12.** A notice to the Minister concerning a change in situation that affects the qualification or entitlement to financial assistance of a person who is a victim or that may affect the amount of that assistance must contain

- (1) the name and contact information of the person who is a victim and their representative, if any;
- (2) the file number of the person who is a victim, as assigned by the Minister;
- (3) a description of the change in situation and, where applicable, any document attesting to that change.

**13.** A person who is a victim who has collected, following a court action or right to such action, an amount that is less than the amount that they could have obtained under the Act, may notify the Minister and request payment of the difference, providing a copy of the judgment, the transaction or the act terminating the litigation, and the documents showing the amount awarded and any amount incurred to obtain it.

**14.** An application for reimbursement under section 58 of the Act must be made using the form prescribed by the Minister. The application must contain, in particular, the following information and documents:

- (1) the name and contact information of the applicant and of their representative, if any;
- (2) the amount incurred by the applicant;
- (3) the name of the supplier;
- (4) a copy of the invoice;
- (5) the name and file number of the person who is a victim, as assigned by the Minister, or a description of the criminal offence and the date or period in which it was committed;
- (6) the amount reimbursed to the applicant after paying funeral expenses pursuant to the Act respecting the Québec Pension Plan (chapter R-9), if any;
- (7) a copy of the act of death or death certificate, if any.

**15.** A notice to the Minister concerning the choice made by a person who is a victim between the financial assistance provided for in the Act or the benefits provided for in the Automobile Insurance Act (chapter A-25) must, in particular, contain the following information:

- (1) the name and contact information of the person who is a victim and of their representative, if any;
- (2) the date of the event;
- (3) the file number of the person who is a victim, as assigned by the Minister, if any;
- (4) the plan chosen.

**16.** An application for the review of a decision of the Minister must be filed in writing and contain, in particular, the following information and documents:

- (1) the name and contact information of the person who is a victim and, where applicable, of their representative;
- (2) the date of the contested decision;
- (3) the object of the contested decision;
- (4) the detailed grounds for the contestation;
- (5) the documents or other elements that will be presented;

(6) if the application is filed after the time prescribed for doing so, the reasons for the delay.

**17.** Unless otherwise provided, a health assessment in support of an application for financial assistance filed under the Act must be performed by a health professional belonging to one of the following professional orders:

- (1) the Collège des médecins du Québec;
- (2) the Ordre des dentistes du Québec;
- (3) the Ordre des optométristes du Québec;
- (4) the Ordre des pharmaciens du Québec;
- (5) the Ordre des infirmières et infirmiers du Québec;
- (6) the Ordre des technologues en imagerie médicale, en radio-oncologie et en électrophysiologie médicale du Québec;
- (7) the Ordre des denturologistes du Québec;
- (8) the Ordre des opticiens d'ordonnance du Québec;
- (9) the Ordre des chiropraticiens du Québec;
- (10) the Ordre des audioprothésistes du Québec;
- (11) the Ordre des podiatres du Québec;
- (12) the Ordre des acupuncteurs du Québec;
- (13) the Ordre professionnel des diététistes du Québec;
- (14) the Ordre des travailleurs sociaux et des thérapistes conjugaux et familiaux du Québec;
- (15) the Ordre des psychologues du Québec;
- (16) the Ordre conseillers et conseillères d'orientation du Québec;
- (17) the Ordre des hygiénistes dentaires du Québec;
- (18) the Ordre des technologues en prothèses et appareils dentaires du Québec;
- (19) the Ordre des orthophonistes et audiologistes du Québec;
- (20) the Ordre professionnel de la physiothérapie du Québec;
- (21) the Ordre des ergothérapeutes du Québec;

(22) the Ordre des infirmières et infirmiers auxiliaires du Québec;

(23) the Ordre professionnel des technologistes médicaux du Québec;

(24) the Ordre professionnel des inhalothérapeutes du Québec;

(25) the Ordre des sages-femmes du Québec;

(26) the Ordre professionnel des sexologues du Québec.

A person legally exercising, outside Québec, the same profession as the members of one of the professional orders listed in the first paragraph may also provide such an assessment.

In this Regulation, a reference to a health professional is a reference to such a professional, to the extent that that professional is authorized to provide the service mentioned in the provision concerned.

### CHAPTER III ESTABLISHMENT AND PAYMENT OF THE LUMP SUM

#### DIVISION I GENERAL

**18.** The lump sum is established

(1) in accordance with Division II, when the severity of the permanent functional or esthetic impairments affecting a person corresponds or is comparable to a situation described in one of the categories of severity set out in the Schedule of Permanent Functional and Esthetic Impairments in Schedule I;

(2) in accordance with Division III, when a person who is a victim has no permanent functional or esthetic impairment or when the severity of the sequelae is insufficient to entitle the victim to the lump sum determined in accordance with Division II;

(3) in accordance with Division IV when the person who is a victim dies.

**19.** A health assessment in support of an application for a lump sum must be submitted using the form prescribed for that purpose by the Minister, where applicable.

**20.** The health assessment in support of an application for a lump sum must, in particular, contain the following information:

(1) the name and contact information of the person who is a victim;

(2) the file number assigned by the Minister, if any;

(3) the date or period in which the criminal offence was committed;

(4) the contact information for the health professional who carries out the assessment;

(5) the supplier number assigned to the health professional by the Minister, if any;

(6) the diagnosis, the diagnostic impression or a description of the injury;

(7) the state of health of the person who is a victim at the end of the assessment;

(8) the degree to which the therapeutic objectives have been achieved and the progress made by the person who is a victim;

(9) any relevant antecedent concerning the impairment;

(10) any medication prescribed or any other therapeutic measure prescribed or required;

(11) any examination conducted;

(12) any functional limitation resulting from the injury;

(13) any esthetic change resulting from the injury;

(14) any permanent sequela resulting from the injury, including the nature and intensity of the injury.

**21.** A person who is a victim who wishes to receive the lump sum in 12 or 24 monthly instalments must notify the Minister in writing. This choice is final.

**22.** When a person who is a victim chooses to receive a lump sum in several instalments, the Minister pays interest on the amount from the day on which the Minister is notified of the choice. The interest rate applicable is the rate set pursuant to the second paragraph of section 28 of the Tax Administration Act (chapter A-6.002). The interest is capitalized daily and added to the lump sum.

## DIVISION II

### LUMP SUM IN THE EVENT OF PERMANENT SEQUELAE

**23.** A functional or esthetic sequela is considered permanent when examinations and accepted medical knowledge do not point to any significant foreseeable improvement or deterioration in the condition of the person who is a victim in the short or medium term.

**24.** A health assessment in support of an application to obtain a lump sum in the event of permanent sequelae must establish the functional limitations, functional restrictions, and esthetic changes affecting the person who is a victim as well as the importance of these sequelae in relation to the situations described in the categories of severity provided in Schedule I. Deterioration that may occur in the long term must not be taken into consideration. In the event of such deterioration, a new evaluation will determine any increase in the impairment.

The evaluation of permanent sequelae must be performed in accordance with the guidelines provided in Schedule I and the result must be explainable by accepted medical knowledge supported by the objective findings found on clinical examination.

**25.** The category of severity of an esthetic or functional unit impairment is determined by the situation having the maximum impact among the situations that correspond to the result of the evaluation of the permanent sequelae.

When the evaluation of permanent sequelae reveals situations that are not described in any of the categories of severity, they are compared to similar situations listed therein whose severity is equivalent in terms of the after-effects experienced in daily life such as loss of enjoyment of life, mental suffering, pain, and other consequences.

Only one category of severity may be assigned for each unit impairment and the percentage corresponding to that category may only be awarded once.

**26.** Sequelae are assessed as follows:

(1) in the case of functional sequelae:

(a) Identify the functional units listed in Schedule I that are permanently impaired;

(b) Determine for each functional unit identified the category of severity that best represents the situation of the person who is a victim and the corresponding percen-

tage. Any injury or illness that occurs subsequent to the commission of the criminal offence and that is unrelated thereto is not taken into consideration;

(c) If the case arises, determine a percentage for a bilateral impairment of the upper limbs:

i. Identify the right and left functional units that are permanently impaired. Only the functional units “Ability to Move and Maintain the Position of Upper Limbs” and “Manual Dexterity” are taken into consideration. There must be at least one permanent sequela that is related to the commission of the criminal offence and that is sufficiently serious to correspond to a category of severity;

ii. Determine for each functional unit identified the category of severity that best represents the situation of the person who is a victim and the corresponding percentage. Any functional unit impairments related to the commission of the criminal offence or present prior to it and sufficiently serious to correspond to a category of severity are taken into consideration. Any injury or illness that occurs subsequent to the commission of the criminal offence and that is unrelated thereto is not taken into consideration;

iii. Apply the following calculation method:

Sum of the % of the 2 functional units on the left side	+	Sum of the % of the 2 functional units on the right side	=	Retained percentage for a bilateral impairment
		8		

The minimum is 0.5% and the maximum is the sum of the percentages of the 2 functional units on the least-impaired side. When the retained percentage includes decimals, only the first is kept.

When the decimal is between 1 and 4, it is increased to 5; when it is between 6 and 9, the result is rounded up to the next full percentage.

(d) In cases where the person who is a victim was impaired prior to the commission of the criminal offence:

i. Determine for each functional unit identified the category of severity that best represents the situation prior to the commission of the criminal offence and the corresponding percentage;

ii. Determine the percentage for the bilateral impairment to the upper limbs prior to the commission of the criminal offence.

In each case, the retained percentage in relation to the commission of the criminal offence is the difference between the percentage corresponding to the situation of

the person who is a victim as determined by the evaluation and the percentage corresponding to the situation prior to the commission of the criminal offence.

(2) In the event of esthetic impairments:

(a) Identify the esthetic units listed in Schedule I that are permanently impaired;

(b) Determine for each esthetic unit identified the category of severity that best represents the situation of the person who is a victim in relation to the commission of the criminal offence and the corresponding percentage.

In cases where several percentages have been calculated pursuant to this section, an overall percentage is determined using the following method:

(1) The highest percentage is applied to 100%:

$$[100\%] \times [\text{the highest } \%] = A\%;$$

(2) The second highest percentage is applied to the remainder, which is the difference between 100% and the highest:

$$[100\% - A\%] \times [\text{the second highest } \%] = B\%.$$

If the percentage obtained has more than two decimals, only the first two are retained and the second decimal is rounded up one unit when the third is greater than 4;

(3) The other percentages are applied in the same way to the successive remainders:

$$[100\% - (A\% + B\%) ] \times [\text{the third highest } \%] = C\%$$

If the percentage obtained has more than two decimals, only the first two are retained and the second decimal is rounded up one unit when the third is greater than 4;

(4) The resulting percentages are then added up:

Overall % = A% + B% + C% + (...) When the result includes decimals, it is rounded up to the next full percentage.

**27.** The amount of the lump sum granted to a person who is a victim for all the sequelae resulting from their injuries is the amount obtained by multiplying the percentage determined pursuant to section 26 by \$258,947.

### DIVISION III

#### LUMP SUM IN THE EVENT OF TEMPORARY INTERFERENCE WITH PHYSICAL OR MENTAL INTEGRITY

**28.** When a person who is a victim does not suffer any permanent functional or esthetic sequela or when the severity of the sequelae is insufficient to entitle the victim to a lump sum under Division II, the loss of enjoyment of life, pain, mental suffering or other unfavourable consequences that are temporary are assessed as follows:

(1) Identify the interferences with physical or mental integrity listed in Schedule II suffered by a person who is a victim because of the commission of a criminal offence, and determine their corresponding severity rating. For any interference not listed, assign the severity rating corresponding to a similar interference of equivalent severity;

(2) Determine the interference with the highest severity rating for each of the titles indicated in Schedule II;

(3) Add the square of the highest severity ratings among those previously identified up to a maximum of three ratings;

(4) Determine the category of severity using Table I.

The amount of the lump sum granted to a person who is a victim in the event of a temporary interference with physical or mental integrity is the amount indicated in Table I for the corresponding category of severity determined. Category of severity b is the minimum required for entitlement to financial assistance.

**Table I**

Result of addition	Category of severity	Amount of financial assistance
1 to 8	<i>a</i>	\$0
9 to 15	<i>b</i>	\$444
16 to 24	<i>c</i>	\$739
25 to 35	<i>d</i>	\$1,185
36 and over	<i>e</i>	\$1,480

### DIVISION IV

#### LUMP SUM IN THE EVENT OF DEATH

**29.** The lump sum awarded in the event of the death of a person who is a victim comprises, where applicable, a lump sum awarded to the spouse, parents, children and dependants of that person, and a lump sum based on the foreseeable sequelae that the person would have suffered were it not for their death.

*§§1. Lump sum for the spouse, parents, children and dependants*

**30.** The lump sum awarded to the spouse, parents, children or dependants of a person who is a victim and who has died is calculated in accordance with this subdivision.

**31.** For the purposes of this subdivision, a person suffering from severe and prolonged physical or mental disability is considered to be disabled.

A disability is severe if the person is incapable regularly of holding an employment, performing work or assuming the functions of an occupation from which they derive an income; a disability is prolonged if it is likely to result in death or to be of indefinite duration.

**32.** The spouse of a person who is a victim on the date of the victim's death is entitled to a lump sum equal to the greater of

(1) the amount obtained by multiplying the gross income that would have been used in calculating financial assistance to compensate for the victim's loss of income by the factor in Schedule III opposite the age of the person who is a victim on the date of death; and

(2) \$73,846.

If the spouse was disabled on the date of death of the person who is a victim, the amount referred to in subparagraph 1 of the first paragraph is calculated using the factors in Schedule IV.

**33.** A child or dependant of a person who is a victim on the date of the victim's death, other than the spouse, is entitled to a lump sum in the amount listed in Schedule V opposite the age of the child or dependant on that date.

**34.** If the child or dependant referred to in section 33 is disabled on the date of the death of the person who is a victim, they are entitled to an additional lump sum of \$30,461.

**35.** If the person who is a victim has no spouse on the date of their death or a spouse who cannot obtain financial assistance under the Act, but the person who is a victim has a dependant who is a minor or a person of full age who is their child or a person for whom they acted as parent or a dependant within the meaning of the Act, they are entitled, in addition to the amount referred to in section 33 and, where applicable, the amount referred to in section 34, to an amount equal to the difference between the amount provided for in section 32 and the amount received under

section 33. If there is more than one person who is entitled to those amounts, the sum of the differences is divided equally among them.

**36.** If, on the date of death, the person who is a victim is a minor and has no children or dependants, the victim's parents are entitled to equal shares of a lump sum of \$59,189. If one of the two parents is deceased, has been deprived of parental authority, has abandoned the person who is a victim or otherwise cannot obtain financial assistance under the Act, the share of that parent accrues to the other parent. If both parents are deceased, the amount is paid to the succession of the person who is a victim, except where the property of the succession is to be taken by the State.

**37.** If, on the date of death, the person who is a victim is of full age and has no children or dependants and no spouse or if, even if the victim has a spouse or a child, the victim's parents provide for over 50% of the victim's needs, the victim's parents are entitled to equal shares of a lump sum of \$59,189. If one of the two parents is deceased, has been deprived of parental authority or has abandoned the person who is a victim while the person was a minor or otherwise cannot obtain financial assistance under the Act, the share of that parent accrues to the other parent. If both parents are deceased, the amount is paid to the succession of the person who is a victim, except where the property of the succession is to be taken by the State.

*§§2. Lump sum established on the basis of the foreseeable sequelae that the person who is a victim would have suffered*

**38.** In the event of the death of a person who is a victim by reason of the commission of a criminal offence, the lump sum established on the basis of the foreseeable sequelae that the victim would have suffered is determined

(1) in accordance with Division II when the victim dies more than 12 months after the commission of the criminal offence and permanent functional and esthetic sequelae sufficiently serious to correspond to a category of severity were medically foreseeable. Compensation is calculated on the basis of the impairments that the victim would have suffered on a permanent basis

(2) in accordance with Division III

(a) when the person who is a victim dies more than 24 hours after the commission of the criminal offence but within 12 months thereof;

(b) when the person who is a victim dies more than 12 months after the commission of the criminal offence and it was medically foreseeable that no permanent functional

or esthetic sequelae would have been suffered or that the severity of the sequelae would have been insufficient to give entitlement to a lump sum under Division II.

The lump sum is paid to the succession. However, it is not paid if the person who is a victim dies within 24 hours after the commission of the criminal offence.

#### CHAPTER IV

#### FINANCIAL ASSISTANCE COMPENSATING A LOSS OF INCOME AND FINANCIAL ASSISTANCE TO COMPENSATE FOR CERTAIN DISABILITIES

##### DIVISION I

##### FINANCIAL ASSISTANCE COMPENSATING A LOSS OF INCOME

**39.** A health assessment in connection with an application for financial assistance compensating a loss of income can be carried out only by a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17.

**40.** A health assessment in connection with an application for financial assistance compensating a loss of income must be made using the form prescribed by the Minister. It must, in particular, indicate

- (1) the name and contact information of the person who is a victim;
- (2) the file number assigned by the Minister, if any;
- (3) the date or period in which the criminal offence was committed;
- (4) the contact information of the professional who carries out the health assessment;
- (5) the supplier number assigned to the health professional by the Minister, if any;
- (6) the date of the meeting with the health professional;
- (7) an observation that the person who is a victim is unable to hold an employment, perform work or assume the functions of an occupation from which they derive an income, if applicable;
- (8) the interference that justifies the disability;
- (9) the symptoms that justify the disability;
- (10) the foreseeable duration of the disability;
- (11) any treatment prescribed.

**41.** An application for financial assistance compensating a loss of income must contain, in particular, a statement of the income of the person who is a victim for the 12 months preceding the start of the victim's incapacity to carry on their employment as observed by a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17.

**42.** The income referred to in subparagraph 4 of the first paragraph of section 38 of the Act is equal to the annual gross income determined on the basis of the minimum wage referred to in section 3 of the Regulation respecting labour standards (chapter N-1.1, r. 3) and the normal work week prescribed in section 52 of the Act respecting labour standards (chapter N-1.1), from which is subtracted an amount equivalent to the income tax established under the Taxation Act (chapter I-3) and the Income Tax Act (Revised Statutes of Canada, 1985, c. 1 (5th Suppl.)), the employee's premium payable under the Employment Insurance Act (Statutes of Canada, 1985, c. 23), the worker's premium established under the Act respecting parental insurance (chapter A-29.011) and the worker's contribution established under the Act respecting the Québec Pension Plan, calculated using the method determined in section 63 of the Act respecting industrial accidents and occupational diseases (chapter A-3.001), with the necessary modifications.

For the purposes of the deductions referred to in the first paragraph, consideration is given to whether or not the person, on the date of the application, has a spouse or dependants and of the number of such dependants, where applicable.

**43.** The maximum amount of the gross income established for the purposes of the calculation provided for in the second paragraph of section 40 of the Act is, from 1 January each year, the Maximum Yearly Insurable Earnings applied by the Commission des normes, de l'équité, de la santé et de la sécurité du travail for the year concerned, established pursuant to section 66 of the Act respecting industrial accidents and occupational diseases.

**44.** The amount of the gross annual income used to establish financial assistance compensating a loss of income is indexed each year on the anniversary date of the start of the incapacity of the person who is a victim to carry on their employment.

**45.** In the case referred to in the second paragraph of section 44 of the Act, the person who is a victim may continue to receive the financial assistance compensating a loss of income, which is then reduced by an amount equal to the net income the person receives for that employment or occupation.

The period during which the person receives the assistance is included in the period provided for in section 42 of the Act.

## DIVISION II FINANCIAL ASSISTANCE TO COMPENSATE FOR CERTAIN DISABILITIES

**46.** A health assessment in connection with an application for financial assistance to compensate for certain disabilities can be carried out only by a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17.

**47.** A health assessment in connection with an application for financial assistance to compensate for certain disabilities must be made using the form prescribed by the Minister. It must, in particular, indicate

- (1) the name and contact information of the person who is a victim;
- (2) the file number assigned by the Minister, if any;
- (3) the date or the period in which the criminal offence was committed;
- (4) the contact information of the health professional who carries out the assessment;
- (5) the supplier number assigned to the health professional by the Minister, if any;
- (6) the date of the meeting with the health professional;
- (7) an observation of the incapacity of the person who is a victim to carry on most of the person's usual activities;
- (8) the interference that justifies the disability;
- (9) the symptoms that justify the disability;
- (10) the foreseeable duration of the disability;
- (11) any treatment prescribed.

**48.** For the purposes of this Division, usual activities are the activities that allow a person who is a victim to see to their own feeding, personal hygiene, dressing and travel. They include any activity other than holding an employment, performing work or assuming the functions of an occupation from which they derive an income that the person accomplished before the commission of the criminal offence.

**49.** Unless otherwise indicated, the amount of the gross income used to establish financial assistance to compensate for certain disabilities is equal to the annual gross income determined on the basis of the minimum wage referred to in section 3 of the Regulation respecting labour standards (chapter N-1.1, r. 3) and the normal work week prescribed in section 52 of the Act respecting labour standards, from which is subtracted an amount equivalent to the income tax established under the Taxation Act and the Income Tax Act (Revised Statutes of Canada, 1985, c. 1 (5th Suppl.)), the employee's premium payable under the Employment Insurance Act (Statutes of Canada, 1985, c. 23), the worker's premium established under the Act respecting parental insurance and the worker's contribution established under the Act respecting the Québec Pension Plan, calculated using the method determined in section 63 of the Act respecting industrial accidents and occupational diseases, with the necessary modifications.

For the purposes of the deductions referred to in the first paragraph, consideration is given to whether or not the person, on the date of the application, has a spouse or dependants and of the number of such dependants, where applicable.

The person who is a victim may however demonstrate earning a gross income higher than the earning established under the first paragraph during the 12 months preceding the disability. Employment insurance benefits, salary insurance benefits, parental insurance benefits or income replacement indemnities from the Commission des normes, de l'équité, de la santé et de la sécurité du travail or the Société de l'assurance automobile du Québec or any other benefit or indemnity compensating a loss of income during that period may be taken into consideration to establish that income.

**50.** The amount of the gross annual income used to establish financial assistance to compensate for certain disabilities income is indexed each year on the anniversary date of the start of the incapacity of the person who is a victim to carry on most of the person's usual activities.

## DIVISION III SPECIFIC CASES

**51.** The amount of financial assistance to compensate for certain disabilities paid to a minor without employment is \$35 per week.

**52.** Notwithstanding section 43, the amount of financial assistance compensating a loss of income paid to a minor holding an employment at the time of the health assessment is the greater of

(1) \$35 per week;

(2) 90% of the minor's net weekly income, calculated on the basis of the net income earned in the 12 months preceding the health assessment.

**53.** The amount of financial assistance to compensate for certain disabilities paid to a minor who is not a dependant of another person is 90% of the minimum income determined pursuant to section 49.

**54.** Notwithstanding section 43, the amount of financial assistance compensating a loss of income paid to a person who is held in custody, in detention or imprisoned at the time of the health assessment provided for in section 37 of the Act is 90% of the net income the person receives from holding an employment, performing work or assuming the functions of an occupation from which they derive an income in the facility concerned.

**55.** No financial assistance to compensate for certain disabilities is paid to a person who is a victim who, during the disability observed at a health assessment provided for in section 37.1 of the Act, is held in custody or in detention and has no employment, work or occupation providing an income in the facility where the person is held.

**56.** The payment of financial assistance under this Chapter is suspended when a person who is a victim benefitting from financial assistance is held in custody, in detention or imprisoned. The payment begins again on the day following the end of the detention or custody provided the person who is a victim is still entitled to it.

#### CHAPTER V FINANCIAL ASSISTANCE FOR PSYCHOTHERAPEUTIC OR PSYCHOSOCIAL REHABILITATION

**57.** Expenses incurred for psychotherapeutic or psychosocial rehabilitation services, dispensed by a health professional qualified to do so, other than a health professional referred to in paragraph 1 of section 17 covered by an agreement entered into under section 19 of the Health Insurance Act, aimed at eliminating or alleviating the mental difficulties resulting from the commission of a criminal offence experienced by a person who is a victim, are reimbursable.

The health professional must provide the Minister with a follow-up report on request.

**58.** The Minister reimburses the expenses incurred for psychotherapeutic or psychosocial rehabilitation services received following the commission of a criminal offence

on the conditions and for the amounts provided for in this Regulation, if justified by a health professional. Unless otherwise provided, the amounts include supplies and incidental costs related to such services.

In addition, any claim made to the Minister for such services must be accompanied by the justification of a health professional, if applicable. The health professional must keep the justification document in the file for the person who is a victim and provide it to the Minister on request.

**59.** Notwithstanding section 58, when the person is the victim of a criminal offence committed outside Québec, the Minister reimburses the cost of the psychotherapeutic or psychosocial rehabilitation services mentioned in Schedule VI that are received outside Québec, including supplies and incidental costs related to such services, on presentation of an attestation of their necessity by a health professional.

**60.** A health professional dispensing psychotherapeutic or psychosocial rehabilitation services must, at the Minister's request and using the form prescribed by the Minister, provide

(1) an initial report to determine the difficulties experienced by the person who is a victim due to the criminal offence;

(2) a progress report describing the progress of the person who is a victim;

(3) a final report assessing the state of the symptoms of the person who is a victim at the end of the assessment.

The reports must be filed within 15 days of the request.

**61.** The following persons are entitled to the reimbursement of an unlimited number of psychotherapy and psychosocial monitoring sessions, for as long as the assistance is required and justified:

(1) a person who has suffered interference with their integrity due to the commission of a criminal offence against them;

(2) the parent of, or the person having parental authority over, a child who dies following the commission of a criminal offence against the child;

(3) a witness to the commission of a criminal offence or to the intact scene of an offence after it is committed;

(4) an intervening person who suffers interference with their integrity while arresting or attempting to arrest an offender or suspected offender or while assisting a peace officer making or attempting to make an arrest, where the circumstances of the arrest involve a criminal offence;

(5) an intervening person who suffers interference with their integrity while preventing or attempting to prevent the commission of a criminal offence or what the person believes to be such an offence or while lending assistance to a peace officer preventing or attempting to prevent the commission of such an offence or what the peace officer believes to be such an offence;

(6) the parent of, or the person having parental authority over, a child who dies in a case where the child is an intervening person referred to in subparagraph 1 or 2 of the first paragraph of section 11 of the Act.

The Minister may require health assessment reports before reimbursing costs for such sessions.

**62.** The following persons are entitled to the reimbursement of a maximum of 30 psychotherapy or psychosocial sessions, including sessions granted for an immediate need pursuant to section 190:

(1) a parent of, or holder of parental authority over, a child who suffers interference with their integrity due to the commission of a criminal offence against that child;

(2) a child whose parent, or a person having parental authority, dies or suffers interference with their integrity due to the commission of a criminal offence against that parent or person;

(3) the spouse of a person who dies or suffers interference with their integrity due to the commission of a criminal offence against that person;

(4) the dependant of a person who dies or suffers interference with their integrity due to the commission of a criminal offence against that person;

(5) a close relation of a person who is a victim and who dies due to the commission of a criminal offence; however, in the case of a significant person, a maximum of seven sessions applies; seven further sessions may be granted by the Minister on presentation of supporting documents;

(6) a close relation of a person who is a victim and suffers interference with their integrity due to the commission of a criminal offence; however, if the person who is a victim has designated more than one significant person, a maximum of 30 sessions is shared between them;

(7) the parent of, or the person having parental authority over, a child who suffers interference with their integrity where the child is an intervening person referred to in subparagraph 1 or 2 of the first paragraph of section 11 of the Act;

(8) the child of a parent or a person having parental authority who dies or suffers interference with their integrity where the parent or the person having parental authority is an intervening person referred to in subparagraph 1 or 2 of the first paragraph of section 11 of the Act;

(9) the spouse of a person who dies or suffers interference with their integrity while acting as an intervening person referred to in subparagraph 1 or 2 of the first paragraph of section 11 of the Act;

(10) the dependant of a person who dies or suffers interference with their integrity while acting as an intervening person referred to in subparagraph 1 or 2 of the first paragraph of section 11 of the Act;

(11) a close relation of a person who dies or suffers interference with their integrity while acting as an intervening person referred to in subparagraph 1 or 2 of the first paragraph of section 11 of the Act; however, in the case of a significant person, a maximum of seven sessions applies; seven further sessions may be granted by the Minister on presentation of supporting documents.

**63.** A person who is a victim ceases to be entitled to the reimbursement of sessions

(1) when a health assessment by a health professional shows that the interference with physical or mental integrity that led to the psychotherapeutic or psychosocial monitoring has no link with the criminal offence;

(2) when a health assessment confirms the rehabilitation of the person who is a victim;

(3) when a health assessment shows that no further improvement in the condition of the person who is a victim is possible, or that the sessions are no longer the most appropriate treatment;

(4) when a health assessment confirms the sequelae of all injuries for which there is no possibility of significant improvement pursuant to section 33 of the Act or when the person who is a victim refuses or neglects to provide the assessment;

(5) when the person who is a victim refuses or neglects to cooperate in obtaining the recommended psychotherapeutic or psychosocial care;

(6) when the person who is a victim dies.

**64.** When a health assessment confirms that a person who is a victim who has ceased to be entitled to the reimbursement of sessions pursuant to section 63 is once again entitled to reimbursement, the person who is a victim is entitled, where applicable, to reimbursement up to the maximum number of sessions prescribed by section 62, when the person is subject to that section.

**65.** The costs of psychotherapeutic or psychosocial rehabilitation services are reimbursed on the basis of the rate provided for in Schedule VI.

**66.** Every report referred to in section 60 must be signed by the health professional and contain

(1) the name, telephone number and file number of the person who is the victim, as assigned by the Minister;

(2) the health professional's name and permit number, the telephone number and supplier number assigned to the health professional by the Minister;

(3) the date or period of the criminal offence;

(4) the interference with the integrity of the person who is a victim for which care is provided.

An initial assessment report must contain, in addition to the information provided for in the first paragraph,

(1) the date of the assessment meetings;

(2) the history of the case and relevant antecedents;

(3) the perception of the person who is a victim of the person's situation, in particular the capacity to return to work or resume usual activities, where applicable;

(4) the objectives sought;

(5) the findings of the assessment and the recommendations of the health professional; and

(6) the number and frequency of the meetings scheduled.

A progress report must contain, in addition to the information provided for in the first paragraph,

(1) the dates of the meetings held since the last report;

(2) any information relevant to the granting or maintenance of financial assistance;

(3) any relevant information allowing to assess the progress of the person who is a victim or any new element related to the person's situation and the recommendations for continuing treatment, if any; and

(4) the number and frequency of the meetings scheduled.

A final report must contain, in addition to the information provided for in the first paragraph,

(1) the dates of the meetings held since the last report;

(2) based on the objectives sought, the perception of the person who is a victim of the person's situation, in particular the capacity to return to work or resume usual activities, where applicable;

(3) the analysis and evaluation of the results in relation to the objectives sought; and

(4) the grounds justifying the end of the health professional's intervention.

Where the final report supports an application for a lump sum, it must comply with the rules provided for in Chapter III in addition to the rules provided for in this section.

## CHAPTER VI FINANCIAL ASSISTANCE FOR PHYSICAL REHABILITATION

### DIVISION I GENERAL

**67.** When a health assessment recommends physical rehabilitation, it must indicate the type of physical rehabilitation proposed and the physical or mental impairment for which rehabilitation is required.

**68.** Physical rehabilitation services dispensed by a health professional authorized to dispense such services are reimbursable with the Minister's prior approval.

**69.** For the selection of rehabilitation measures, the Minister reimburses the cost of the most economical appropriate solution from among those that allow the achievement of the target objective.

## DIVISION II CARE, TREATMENT AND PROFESSIONAL SERVICES

### §I. General

**70.** The care, treatment and professional services provided for in this Chapter are part of the physical rehabilitation measures to which a person who is a victim may be entitled when required due to the commission of a criminal offence.

In this Chapter,

“professional service” means an act performed by a health professional, other than care or treatment; (service professionnel)

“session” means a visit, with or without an appointment, to a health professional by a person who is a victim to receive care or treatment or to obtain an initial assessment, including home care and professional services according to the rate per session provided for in Schedule VI. (séance).

**71.** The Minister reimburses the cost of care, treatment and professional services received due to the commission of a criminal offence, in accordance with the conditions and amounts prescribed by this Regulation, if they are justified by a health professional. Unless otherwise provided, the reimbursement includes supplies and incidental costs related to the care, treatment and professional services.

In addition, every claim submitted to the Minister concerning such care, treatment and professional services must be accompanied by justification from a health professional, where applicable. The health professional must keep the document providing justification in the record of the person who is a victim and provide it to the Minister on request.

**72.** The account related to the costs provided for in this Chapter must be sent to the Minister within 180 days from the date of provision of the care, treatment or professional service, or from the performance of the act related to another cost. In the case of a report, the 180-day period begins to run from the date on which the report becomes exigible.

In this Regulation, “account” means an invoice, a bill of fees or a payment transaction by electronic link or other technological support.

**73.** When the person who is a victim is domiciled in Québec on in a border region, the Minister reimburses the following costs, provided that the Minister has first given authorization to the person who is a victim:

(1) the cost of the care, treatment and professional services received or costs incurred outside Québec that are mentioned in this Regulation, including related supplies and incidental costs, where applicable, up to the amounts provided for in this Regulation;

(2) the cost of the care, treatment and professional services received in a hospital centre and the services of a health professional received outside Québec, including related supplies and incidental costs, where applicable, on the basis of what similar care, treatment and services would cost under a public hospital insurance or health insurance plan in force in Québec.

In this Chapter, “border region” means a part of the territory of Québec comprised within 80 km of any point along the border with Ontario, New Brunswick or Newfoundland and Labrador.

**74.** Notwithstanding section 71, when a person is a victim of a criminal offence committed outside Québec, the Minister reimburses the cost of the care, treatment or professional services mentioned in Schedule VI that are received outside Québec, including any related supplies and incidental costs, on presentation of a physician’s attestation as to necessity.

**75.** The Minister reimburses the cost of the care or professional services determined in Schedule VI, up to the amounts provided for therein, if provided by a health professional who is a member of the professional order corresponding to the care, treatment or services prescribed. The health professional must also be duly authorized to practice and to perform the act billed and, where applicable, must hold a valid permit for that purpose.

**76.** The Minister reimburses the cost of sessions for nursing care and chiropractic and physiotherapy treatment provided in the home by a health professional at the rates provided for in Schedule VI, where the health professional referred to in subparagraphs 1 to 4 of the first paragraph of section 17 observes that it is impossible for the person who is a victim to travel because of the interference with integrity suffered and has previously prescribed such home care.

**77.** An amount indicated for a type of care or for a treatment includes the cost of the health worker’s travel costs, x-rays, the supplies used by the health worker, and incidental costs.

**78.** The first session with a health professional, even for an initial assessment, is reimbursed up to the amounts provided for in Schedule VI, or the amounts for a care or treatment session if no specific rate is provided for, except in the case of professional services in speech therapy.

No other amount is payable by the Minister for an initial assessment where the assessment goes beyond the first session with a health professional.

**79.** Where health professionals practise their profession as a group on the same premises, they must indicate on their accounts the same group number as that assigned to them by the Minister.

Those health professionals must send to the Minister, in writing, the name of each person in the group, the address to which payment must be sent, the name of the person designated to receive payment from the Minister, as well as any change in such information.

**80.** A health professional who practises alone must indicate on the accounts the services supplier number assigned by the Minister, if any.

*§2. Special rules for physiotherapy and occupational therapy*

**81.** For physiotherapy or occupational therapy care and treatment, the Minister reimburses the cost thereof up to a maximum of one care or treatment session per day and up to 3 care or treatment sessions per week, subject to a prescription to the contrary from a health professional.

**82.** Where an initial evaluation goes beyond the first session, and care or treatment is also provided at the same time, the initial evaluation must neither hinder the care or treatment, nor reduce the quality or duration thereof.

**83.** A physiotherapist, a physiotherapy technologist or an occupational therapist must keep a register indicating, for each session, the date, the professional act performed, either the initial evaluation or care or treatment, and the name of the health professional who met the person who is a victim.

The person who is a victim must sign the register at each session.

The register must be kept in the record kept by the health professional for as long as the health worker is required to keep the record. The register must be placed at the disposal of the Minister, on request.

A register kept on a medium based on information technology must comply with the Act to establish a legal framework for information technology (chapter C-1.1).

**84.** A physiotherapist, a physiotherapy technologist or an occupational therapist must send a first account to the Minister, using the form prescribed by the Minister, within 7 days of the first session. They must also use the authorized account form to claim an amount for care or treatment.

**85.** At the request of the Minister, a physiotherapist, a physiotherapy technologist or an occupational therapist must provide a report using the form prescribed by the Minister.

The report must be sent to the Minister within 15 days following the date of the Minister's request.

**86.** The Minister reimburses the cost of a session for care or treatment on the basis of the specific needs of the person who is a victim, even if the person who is a victim receives the care or treatment simultaneously with other persons.

**87.** Subject to an evaluation to the contrary from a health professional concerning the date on which treatment begins, the Minister reimburses only the cost of the occupational therapy sessions held from the sixth week following the date on which the criminal offence was committed and if the sessions are still justified on that date. The same applies to the reimbursement of the cost of an initial evaluation.

Notwithstanding the first paragraph, the Minister reimburses the cost of sessions held before that date at the rate provided for by the public plan if the prescription of the health profession pertains to one or more of the following impairments:

- (1) a hand or wrist injury;
- (2) a complex regional pain syndrome;
- (3) nerve damage to the upper limbs;
- (4) a burn.

*§3. Special rules for audiology*

**88.** Subject to a prescription to the contrary from a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17, the Minister reimburses, once every 30 months, the cost of an audiological

evaluation provided for in Schedule VII, at the rate prescribed in the Schedule and only if the evaluation is prescribed by a health professional.

The Minister also assumes the cost of an evaluation for audio prosthetics purposes, at the rate and on the conditions set out in Schedule VII, when no audiological evaluation has been performed on the person who is a victim in the 12 months preceding the application and if more than 12 months have elapsed since the purchase date of the hearing device indicated in the form prescribed by the Minister.

**89.** The cost of an audiological evaluation may be reimbursed by the Minister only if the audiologist has completed the form prescribed by the Minister.

The form must be sent to the Minister and to the health professional of the person who is a victim.

#### *§4. Cost of surgery in a private clinic*

**90.** The cost of surgery in a private clinic is reimbursable when the surgery

(1) must be performed in a private clinic rather than a public institution for medical reasons;

(2) is prescribed by a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17;

(3) has received prior authorization from the Minister.

The cost is reimbursed at the same rate as if paid under the Health Insurance Act (chapter A-29), Act respecting the Régie de l'assurance maladie du Québec (chapter R-5) or a regulation made under those Acts.

### **DIVISION III** **PERSONAL HOME ASSISTANCE**

**91.** Personal home assistance may be reimbursed to persons who are victims who, due to the interference suffered to their dignity, are unable to care for themselves and to perform, without assistance, the household tasks that they would normally perform themselves, if such assistance is necessary for them to remain in or return to their home.

**92.** Personal home assistance includes payment of the cost of hiring a person to provide for the assistance and supervision needs of a person who is a victim.

That person may be the spouse of the person who is a victim.

**93.** Personal home assistance costs are not reimbursed when personal assistance services are provided by an institution referred to in the Act respecting health services and social services (chapter S-4.2) or the Act respecting health services and social services for Cree Native persons (chapter S-5).

**94.** Assistance measures are intended to help persons who are victims to care for themselves and perform the household tasks they would normally perform had they not suffered interference with their integrity.

**95.** Supervision measures are intended to help persons who are victims to care for themselves during periods between the performance of their personal activities and household tasks, as defined in section 2.1 of Schedule VIII, when they have or are likely to have permanent neurological or mental sequelae and need assistance in accordance with the standards established in the form for evaluating the personal home assistance needs provided for in that Schedule.

**96.** Personal home assistance needs are evaluated taking into account the situation of the person who is a victim before the interference with their dignity, the changes resulting therefrom and its impact on the autonomy of the person who is a victim.

Those needs may be evaluated through consultations with the immediate family of the person who is a victim, the person's health professional and other resource persons.

That evaluation must be made in accordance with the standards provided for in this Regulation and by completing the evaluation form provided for in Schedule VIII and, in the case of a person who is a victim under 16 years of age, the evaluation grid provided for in Schedule IX.

**97.** The amount paid for personal home assistance is established on a monthly basis according to the evaluation grid provided for in Schedule VIII or Schedule IX and paid to the person who is a victim once every 2 weeks.

The monthly amount granted is the sum of the amount determined according to the table in section 2.3 of Schedule VIII for personal assistance needs and, where applicable, of the amount determined according to the table in section 3.3 of that Schedule for supervision needs to the extent that the amount established for assistance needs does not reach the maximum of \$1,823, including a maximum of \$713 for supervision.

**98.** Personal home assistance is re-assessed periodically to take into account changes in the state of health of the person who is a victim and the needs arising therefrom.

**99.** The re-assessment is carried out in accordance with the standards provided for in this Regulation and by completing the assessment grid provided for in Schedule VIII and, in the case of a person who is a victim under 16 years of age, the assessment grid provided for in Schedule IX.

**100.** The amount of personal home assistance is adjusted, following the re-assessment, from the first due date following the event giving rise to the adjustment.

**101.** Personal home assistance ceases when

(1) the person who is a victim is again able to care of themselves or to perform, without assistance, the household tasks they were unable to perform themselves by reason of the interference with integrity they suffered;

(2) the person who is a victim is lodged or hospitalized in a facility maintained by an institution governed by the Act respecting health services and social services (chapter S-4.2) or by the Act respecting health services and social services for Cree Native persons (chapter S-5); or

(3) the person who is a victim dies.

The amount of assistance ceases on the first due date following the event giving rise to the cessation.

#### DIVISION IV HOME ADAPTATION

**102.** A person who is a victim is eligible for financial assistance for home adaptations when

(1) they have suffered serious and permanent interference with their physical integrity as established by a health assessment;

(2) home adaptations constitute an appropriate solution to allow them to enter and leave freely and to use the goods and commodities in the home;

(3) they have provided to the Minister, at the person's expense, two estimates for the cost of the adaptations; and

(4) the adaptations have received prior authorization from the Minister.

**103.** Only adaptations made to the principal domicile of the person who is a victim are eligible.

**104.** The cost of the labour and materials needed for the home adaptations is reimbursable.

**105.** Financial assistance for home adaptations can only be granted to a person who is a victim at three-year intervals.

**106.** When home adaptations do not constitute an appropriate solution, the Minister may reimburse up to \$6,831 in relocation costs for

(1) the transportation of goods;

(2) the packing of goods that are necessary because of the interference with physical or mental integrity suffered by the person who is a victim;

(3) the sale or purchase of a residence.

Notwithstanding the first paragraph, the following relocation costs may also be reimbursed:

(1) the cost of storing goods for up to three months;

(2) the cost of transferring a telephone line or obtaining a private telephone number, with no maximum;

(3) installation costs, up to a maximum of \$300;

(4) the cost of connecting to the Hydro-Québec network;

(5) the rent paid to release a dwelling occupied by the person who is a victim, if another rental cost must be paid at the same time, for a maximum period of three months.

#### DIVISION V HOUSEKEEPING

**107.** A person who is a victim is eligible for financial assistance for housekeeping services when they are unable to perform routine maintenance work on the home that they would normally perform were it not for the interference with their integrity suffered, when

(1) their disability is established by a health assessment;

(2) they have provided to the Minister, at their expense, two estimates for the cost of the maintenance; and

(3) the financial assistance has received prior authorization from the Minister.

**108.** The costs that may be reimbursed are the labour costs for routine indoor and outdoor maintenance work on the building, up to an annual maximum of \$3,413.

## DIVISION VI VEHICLE ADAPTATION

**109.** A person who is a victim is eligible for financial assistance to adapt a single vehicle when

(1) they have suffered serious and permanent interference with their physical integrity, as established by a health assessment;

(2) the adaptation of the vehicle constitutes an appropriate solution to allow them to get in and out of and to drive the vehicle independently;

(3) they have provided two estimates of the cost of the adaptation to the Minister;

(4) the adaptation has received prior authorization from the Minister.

**110.** The costs that may be reimbursed are

(1) the costs incurred for a professional assessment of the modifications needed and a mechanical check;

(2) the transportation and accommodation costs incurred in adapting the vehicle;

(3) the labour and equipment costs;

(4) the cost of transferring equipment to a replacement vehicle, except if it exceeds the cost of purchasing and installing new equipment;

(5) the extra annual insurance costs resulting from the adaptation of the vehicle;

(6) the cost of maintaining, repairing and replacing adapted and optional equipment authorized by the Minister after it deteriorates in normal use;

(7) the costs incurred for a driving course when recommended by the professional who conducted the functional assessment of the physical and mental ability of the person who is a victim to drive a road vehicle;

(8) the cost of acquiring a parking permit issued by the Société de l'assurance automobile du Québec.

The costs incurred in returning the previous vehicle to its initial state are not reimbursable.

**111.** Financial assistance for vehicle adaptations can only be granted at five-year intervals. At each new adaptation, the existing equipment must be recovered,

except if the cost of reinstalling it on the replacement vehicle exceeds the cost of purchasing and installing new equipment.

## CHAPTER VII FINANCIAL ASSISTANCE FOR VOCATIONAL REINTEGRATION

### DIVISION I GENERAL

**112.** A person who is a victim is eligible for financial assistance for vocational reintegration in any of the following situations:

(1) they held an employment, performed work or assumed the functions of an occupation from which they derived an income at the time of the health assessment attesting their disability or demonstrate the existence of an employment relationship in the 12 months preceding the assessment and are unable to resume the same type of employment because of the interference suffered;

(2) they are receiving employment insurance benefits and, because of the interference suffered, are unable to resume the same type of employment, work or occupation that made them eligible for the payment of employment insurance benefits;

(3) they must change their employment, work or occupation due to the consequences arising from the criminal offence that entitled them to the financial assistance provided for by the Act;

(4) their resumption of secondary-level or post-secondary-level education or reintegration in their employment, work or occupation is compromised due to the commission of the criminal offence;

(5) they must abandon their employment, work or occupation following a worsening of their condition due to the commission of the criminal offence.

### DIVISION II EVALUATION OF VOCATIONAL POTENTIAL SERVICES

**113.** The amounts and expenses incurred to obtain evaluation of vocational potential services with the prior approval of the Minister may be reimbursed according to the rate provided for in Schedule VI.

**DIVISION III****RESUMPTION OR BEGINNING OF NEW  
SECONDARY-LEVEL OR POST- SECONDARY-  
LEVEL EDUCATION OR VOCATIONAL TRAINING**

**114.** Tuition fees, including registration fees and program admission fees, and the costs incurred for the purchase of textbooks and compulsory supplies, for a resumption or the beginning of new secondary-level or post-secondary-level education or vocational training, may be reimbursed with the prior approval of the Minister for the most economical solution.

**DIVISION IV****ADDITIONAL FINANCIAL ASSISTANCE  
COMPENSATING A LOSS OF INCOME**

**115.** A person who is a victim who has received financial assistance compensating a loss of income and who receives financial assistance for vocational reintegration may benefit from additional financial assistance compensating a loss of income for a maximum period of two years. The person who is a victim is entitled to the additional financial assistance if

(1) a health assessment establishes that they have functional limitations preventing them from holding the employment, performing the work or assuming the functions of an occupation from which they derive an income that they had on the day on which their disability giving entitlement to financial assistance compensating a loss of income began, or that they have sequelae from the criminal offence they suffered that prevent them from resuming certain tasks of a professional nature;

(2) they are participating in a vocational reintegration activity.

The parent of, or the person having parental authority over, a child who has suffered interference with their integrity due to the commission of a criminal offence against that child cannot benefit from such additional financial assistance.

**116.** Additional financial assistance compensating a loss of income is paid in accordance with the rules in Division I of Chapter IV.

**DIVISION V****ADAPTATION OF A WORK STATION OR OTHER  
EQUIPMENT USED FOR WORK**

**117.** A person who is a victim who has a permanent sequela from the interference suffered with their physical or mental integrity is eligible for financial assistance to

adapt their work station if the adaptation allows them to hold an employment, perform work or assume the functions of an occupation from which they derive an income.

**118.** The cost of purchasing and installing the equipment needed to adapt the work station of the person who is a victim and the cost of assessing the necessary measures may be reimbursed.

**119.** The reimbursement must have prior approval from the Minister.

**DIVISION VI****RELOCATION NEAR A NEW PLACE  
OF EMPLOYMENT**

**120.** The costs incurred by a person who is a victim who recovers the ability to hold an employment, perform work or assume the functions of an occupation from which they derive an income may be reimbursed if they are necessary to allow them to

(1) explore a job market more than 50 kilometres from their domicile, if similar employment is not available within the same radius;

(2) relocate to a new domicile, if they obtain an employment or participate full-time in a vocational rehabilitation program more than 50 kilometres from their current domicile, if the distance between the two domiciles is at least 50 kilometres and if the new domicile is located less than 50 kilometres from their new place of employment or vocational rehabilitation.

**121.** The costs incurred by a person who is a victim who was a full-time student at the time of the commission of the criminal offence and who relocates to attend an institution adapted to their condition to continue their education may be reimbursed.

**122.** The costs incurred for a relocation, up to a maximum of \$6,831, are reimbursable if they relate to

(1) the transportation of goods;

(2) the packing of goods that are necessary because of the interference with physical or mental integrity suffered by the person who is a victim;

(3) the sale or purchase of a residence.

Notwithstanding the first paragraph, the following relocation costs may also be reimbursed:

(1) the cost of storing goods for up to three months;

(2) the cost of transferring a telephone line or obtaining a private telephone number, with no maximum;

(3) installation costs, up to a maximum of \$300;

(4) the cost of connecting to the Hydro-Québec network;

(5) the rent paid to release a dwelling occupied by the person who is a victim, if another rental cost must be paid at the same time, for a maximum period of three months.

With prior authorization from the Minister, the costs of a new relocation may be reimbursed when they are necessary to contribute to the vocational reintegration of the person who is a victim, on the same conditions.

## CHAPTER VIII FINANCIAL ASSISTANCE FOR SOCIAL REINTEGRATION

### DIVISION I GENERAL

**123.** The cost of services provided in connection with social reintegration, with the prior approval of the Minister, may be reimbursed.

**124.** A health assessment in support of a social reintegration measure must indicate the interference with physical or mental integrity or the sequela for which the measure is required.

### DIVISION II RELOCATION

**125.** A person who is a victim is eligible for financial assistance for a relocation made necessary by the commission of a criminal offence in particular in the following cases:

(1) they fear for their safety;

(2) they must, because of the limitations resulting from the interference suffered with their physical or mental integrity, leave their principal residence to live in a place better adapted to their condition.

**126.** The costs involved in a relocation may be reimbursed up to a maximum of

\$6,831 where they relate to

(1) the transportation of goods;

(2) the packing of goods that are necessary because of the interference with physical or mental integrity suffered by the person who is a victim;

(3) the sale or purchase of a residence.

Notwithstanding the first paragraph, the following relocation costs may also be reimbursed:

(1) the cost of storing goods for up to three months;

(2) the cost of transferring a telephone line or obtaining a private telephone number, with no maximum;

(3) installation costs, up to a maximum of \$300;

(4) the cost of connecting to the Hydro-Québec network;

(5) the rent paid to release a dwelling occupied by the person who is a victim, if another rental cost must be paid at the same time, for a maximum period of three months.

With prior authorization from the Minister, the costs of a new relocation may be reimbursed when they are necessary to contribute to the social reintegration of the person who is a victim.

**127.** The costs incurred pursuant to article 1974.1 of the Civil Code of Québec to resiliate a residential lease are paid by the Minister up to a maximum of two months' rent, without exceeding \$1,127 per month.

### DIVISION III PROTECTION OF A PERSON WHO IS A VICTIM

**128.** The costs incurred to ensure the protection of a person who is a victim may be reimbursed where they relate to the following measures:

(1) the purchase and installation of an alarm system, up to a maximum of \$1,000;

(2) the changing of locks;

(3) the purchase and installation of security bars and grilles, up to a maximum of \$150 per window or window-door;

(4) self-defence classes;

(5) a change of name;

(6) any other measure that is necessary to ensure protection.

#### DIVISION IV PROFESSIONAL PSYCHOSOCIAL INTERVENTION SERVICES

**129.** The costs incurred for professional psychosocial intervention services as part of social reintegration measures are reimbursed in accordance with the rules in Chapter V.

#### DIVISION V AT-HOME ASSISTANCE OR ASSISTANCE IN PERFORMING THE TASKS REQUIRED TO PROVIDE FOR THE NEEDS OF A PERSON WHO IS A VICTIM

**130.** The costs of services for at-home assistance or for assistance in performing the tasks required to provide for the needs of a person who is a victim, when incurred as part of social reintegration measures, are reimbursed in accordance with the rules in Chapter VI.

#### DIVISION VI HOUSEKEEPING

**131.** The costs of housekeeping services incurred as part of social reintegration measures are reimbursed in accordance with the rules in Chapter VI.

#### CHAPTER IX FINANCIAL ASSISTANCE FOR MEDICAL ASSISTANCE

##### DIVISION I GENERAL

**132.** The medications, other pharmaceutical products and technical aids provided for in this Chapter constitute the medical assistance to which a person who is a victim may be entitled where their condition requires such assistance due to the commission of a criminal offence.

In this Chapter,

“professional service” means an act performed by a health professional, other than care or treatment; (service professionnel)

“technical aid” means a visual aid, a communication device or another device or piece of equipment that compensates for a physical deficiency, and includes the repair or replacement of such an aid, device or piece of equipment.

**133.** The Minister reimburses the cost of medications, other pharmaceutical products and technical aids received in Québec in accordance with the conditions and amounts

prescribed by this Regulation, if they were prescribed by a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17 before they were received or before the cost was disbursed. Unless otherwise provided, the reimbursement includes supplies and incidental costs connected with the medications, pharmaceutical products and technical aids.

In addition, every claim submitted to the Minister concerning such medications, pharmaceutical products and technical aids must be accompanied by the prescription from a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17, if applicable. The health professional must keep the prescription in the record of the person who is a victim and provide it to the Minister on request.

**134.** The account relating to costs provided for in this Chapter must be sent to the Minister within 180 days from the date of supply of the medication, pharmaceutical product or technical aid or the date of the action connected with another cost.

**135.** Where the commission of a criminal offence occurs in Québec in a border region, the Minister reimburses the following costs, provided that the Minister has first given authorization to the person who is a victim:

(1) the cost of medications, pharmaceutical products and technical aids received or costs incurred outside Québec that are mentioned in this Regulation, including related supplies and incidental costs, where applicable, up to the amounts provided for in this Regulation;

(2) the cost of medications, pharmaceutical products and technical aids received in a hospital centre inside or outside Québec, including, where applicable, related supplies and incidental costs, on the basis of what similar medications, pharmaceutical products and technical aids would cost under a public hospital insurance or health insurance plan in force in Québec.

**136.** Notwithstanding section 133, when a person is a victim of a criminal offence committed outside Québec, the Minister reimburses the cost of the medications, pharmaceutical products and technical aids mentioned in Schedule VI that are received outside Québec, including any related supplies and incidental costs, on presentation of a physician’s attestation as to necessity.

Costs incurred to purchase medications outside Québec are reimbursed in accordance with the terms and conditions of Division II.

The Minister also reimburses the cost of technical aids and other costs up to the amounts and according to the terms and condition set out in Division III.

## DIVISION II MEDICATIONS AND PHARMACEUTICAL PRODUCTS

### §1. *General rules*

**137.** The Minister reimburses the costs incurred to purchase medications when they are prescribed by a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17.

Reimbursable medications are

(1) medications listed in the list of medications in Schedule 1 of the Regulation respecting the list of medications covered by the basic prescription drug insurance plan (chapter A-29.01, r. 3);

(2) the medications to which points 6.2 and 6.3 of that list apply.

**138.** The Minister reimburses the actual costs incurred for the purchase of pharmaceutical products.

**139.** The Minister reimburses the cost of medications and pharmaceutical products relating to sessions for nursing care and chiropractic and physiotherapy treatment provided in the home by a health professional at the rates listed in Schedule VI, where the health professional referred to in subparagraphs 1 to 4 of the first paragraph of section 17 observes that it is impossible for the person who is a victim to travel because of the interference with integrity suffered and has previously prescribed such home care.

In this Chapter, “session” means a visit, with or without an appointment, to a health professional by a person who is a victim to receive care or treatment or to obtain an initial evaluation, including home care and professional services according to the rate per session provided for in Schedule VI.

## DIVISION III TECHNICAL AIDS AND OTHER COSTS

### §1. *General rules*

**140.** The Minister reimburses the cost of leasing, purchasing or renewing a technical aid provided for in Schedule X, under the conditions and in accordance with the amounts set out in this Division and in that Schedule, where the technical aid is used in treating interference

with the physical or mental integrity of the person who is a victim or is necessary to palliate the temporary functional limitations resulting from the interference.

The Minister also reimburses the costs set out in Schedule X, under the conditions and in accordance with the amounts indicated in that Schedule.

**141.** Notwithstanding section 140, where the Health Insurance Act, the Act respecting the Régie de l'assurance maladie du Québec or a regulation made under those Acts provides for a cost for purchasing or renewing a technical aid having the same characteristics as a technical aid provided for in this Regulation, the Minister reimburses only the cost provided for in those Acts or regulations.

**142.** Where a technical aid estimated to cost \$300 or more is purchased or renewed, the person who is a victim must also provide the Minister with 2 estimates, except in the cases referred to in section 141 or 149.

**143.** Every adjustment, purchase or renewal of a technical aid estimated to cost \$150 or more must be previously authorized by the Minister, except in the case of the adjustment, purchase or renewal of an aid referred to in section 141 or 149.

**144.** The Minister reimburses only the cost of leasing a technical aid where Schedule X provides only for the leasing thereof.

**145.** In the case of canes, crutches, walkers and accessories therefor listed in Schedule X, the Minister reimburses the estimated leasing cost for the foreseeable consolidation period or the purchase cost if such cost is lower.

**146.** The Minister reimburses the cost of adjusting, repairing or renewing a technical aid except during the guarantee period, insofar as the aid is used in accordance with the manufacturer's instructions.

**147.** Where the estimated cost of repairing a technical aid exceeds 80% of the renewal cost, the Minister reimburses only the renewal cost.

### §2. *Special rules for daily life aids*

**148.** The Minister reimburses the cost of purchasing or leasing, according to the case provided for in Schedule X, of a daily life aid where

(a) it has been prescribed by the health professional of the person who is a victim in accordance with section 133; or

(b) its use is recommended by an occupational therapist or a physiotherapist to whom the health professional referred the person who is a victim.

### §3. *Special rules for certain therapeutic aids*

**149.** The Minister reimburses the cost of a transcutaneous nerve stimulator having the following characteristics:

- (1) 2 channels;
- (2) direct current;
- (3) biphasic square waves;
- (4) variable frequencies adjustable from 2 to 80 cycles per second;
- (5) impulses adjustable between 50 and 250 micro-seconds;
- (6) frequency modulator.

**150.** The Minister reimburses the cost of leasing a transcutaneous nerve stimulator only for the first 3 months of its use.

At the end of that period, the Minister reimburses the cost of purchasing such device, less the initial leasing cost where the medical prescription for the use of the device is renewed.

The cost of leasing, purchasing or renewing a transcutaneous nerve stimulator includes the accessories required for its use.

The accessories are wires, batteries, battery charger and either electrodes, gel and hypoallergenic adhesive tape, or self-adhesive rigid or flexible electrodes, where the health professional of the person who is a victim prescribes the use for such electrodes.

The cost of purchasing and renewing a transcutaneous nerve stimulator may not exceed \$590 plus, where applicable, the cost of self-adhesive rigid or flexible electrodes, up to \$400 for the first year.

**151.** The cost of renewing accessories of a transcutaneous nerve stimulator is assumed by the Minister up to the amounts provided for in paragraphs 1 and 2 or, where the health professional of the person who is a victim prescribes the use of self-adhesive rigid or flexible electrodes, paragraphs 2 and 3:

(1) \$180 per year for all of the following accessories:

- (a) 4 electrodes;
- (b) gel;
- (c) hypoallergenic adhesive tape;

(2) \$120 per year for all of the following accessories:

- (a) 2 pairs of wires;
- (b) batteries and battery charger;

(3) \$400 per year for self-adhesive rigid or flexible electrodes.

**152.** The Minister reimburses the cost of purchasing, adjusting, repairing and replacing a prosthesis or orthosis within the meaning of the Act respecting medical laboratories and organ and tissue conservation (chapter L-0.2), prescribed by a health professional and available from a supplier approved by the Régie de l'assurance maladie du Québec or, in the case of a supplier not established in Québec, recognized by the Minister.

In the case of a prosthesis or orthosis with characteristics identical to those of a prosthesis or orthosis covered by a program administered by the Régie de l'assurance maladie du Québec pursuant to the Health Insurance Act or the Act respecting the Régie de l'assurance maladie du Québec, the amount payable by the Minister is the amount determined under that program.

### §4. *Hearing devices, accessories and other costs*

#### §§1. *General rules*

**153.** The Minister reimburses the purchase cost of a communication device referred to in Schedule VII where

(1) the person who is a victim has a prescription from a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17 recommending a speech therapy consultation; and

(2) the use of such a device is recommended by a speech therapist.

**154.** For the purposes of this subdivision, the conditions and payment limits are established on the basis of the date of purchase of the hearing device indicated on the form prescribed by the Minister.

**155.** The Minister reimburses, at the frequency determined in subdivision 2 of this subdivision, the cost of a hearing device that is not a continuous-wear hearing device, up to a maximum amount of \$700, if the hearing device is warranted for a minimum period of 2 years.

For the purposes of this Regulation, a hearing device covered by a program administered by the Régie de l'assurance maladie du Québec is deemed to be under warranty for that period.

**156.** The Minister reimburses the cost of a continuous-wear hearing device or a hearing device for an amount exceeding \$700 only when prior authorization for the purchase is given by the Minister.

The Minister authorizes the purchase of such a hearing device when it is demonstrated to the Minister that the condition of the person who is a victim prevents them from operating another type of hearing device or from having it suitably fitted.

To meet this condition, the person who is a victim must provide an attestation from a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17 who holds a specialist's certificate that is relevant to the condition of the person who is a victim.

The Minister reimburses a maximum amount of \$1,800 per year, but reimburses no other amount for goods and services relating to a continuous-wear hearing device.

The Minister reimburses a maximum amount equal to the manufacturer's cost for a hearing device other than a continuous-wear hearing device referred to in the first paragraph, at the frequency determined in subdivision 2 of this Division.

**157.** The Minister reimburses, at the frequency determined in subdivision 2 of this subdivision and up to the amount of \$150, the cost of purchasing a single remote control provided it is covered by a warranty with a minimum term of 30 months.

For the purposes of this Regulation, a remote control covered by a program administered by the Régie de l'assurance maladie du Québec is deemed to be warranted for the term indicated.

**158.** The Minister reimburses, up to a maximum amount of \$500, the cost of purchasing a CROS or BiCROS system if the Minister has previously authorized the purchase and if the system is covered by a warranty with a minimum term of 2 years.

The Minister authorizes the purchase of such a system when it is demonstrated to the Minister that the person who is a victim is affected by one of the following conditions:

(1) the specific anatomy of their ear does not allow the fitting of a hearing device;

(2) they are subject to recurrent infections that make fitting impossible;

(3) they suffer from significant discrimination loss in one ear because of a personal condition that makes fitting impossible;

(4) they suffer from total hearing loss in one ear.

To meet this condition, the person who is a victim provide an attestation from a health professional indicating that fitting is impossible in their case and that specifies the condition involved. In the case of the condition specified in subparagraph 3 or 4, the person who is a victim may provide an audiological evaluation to that effect instead of an attestation.

For the purposes of this Regulation, a CROS or BiCROS system covered by a program administered by the Régie de l'assurance maladie du Québec is deemed to be under warranty for the 2-year period.

**159.** When the Minister authorizes the purchase of a CROS or BiCROS system, the Minister reimburses the purchase cost of one hearing device only.

### *§§2. Replacement and repair of hearing devices and accessories*

**160.** A person who is a victim may request that the Minister replace a hearing device whose cost has been reimbursed by the Minister if at least five years have elapsed from the date of purchase of the hearing device as indicated in the form prescribed by the Minister and if all warranties on the hearing device have expired.

The person must provide the following documents with their request:

(1) a prescription from a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17;

(2) an audiogram less than one year old, performed by an audiologist or a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17.

A person who is a victim who has a CROS or BiCROS system when their hearing device is replaced is entitled to the replacement of the system.

**161.** The Minister does not reimburse the cost of replacing a hearing device that is lost, destroyed or stolen or that was used in contravention of the manufacturer's instructions.

However, the Minister reimburses, on the conditions set out in this Regulation, the cost of adjusting, maintaining or repairing a hearing device acquired by a person who is a victim to replace a hearing device referred to in the first paragraph if the hearing device is compatible with the other hearing device for which the Minister assumed the cost, where applicable. In such a case, the person who is a victim must provide the Minister with a supporting document containing the following information:

- (1) proof of purchase of the prosthesis;
- (2) the date of purchase;
- (3) information about the brand and model of the device.

A hearing device purchased by a person who is a victim is deemed to be warranted for a period of two years following its date of purchase.

**162.** The Minister reimburses the cost of replacing a hearing device before the time indicated in section 160 has elapsed if the Minister has previously authorized the purchase and if

(1) the hearing condition of the person who is a victim shows a new neurosensory hearing loss of at least 20 dB HL at at least two frequencies between 500 Hz and 4 000 Hz in the same ear since the audiogram provided for in section 160 was made and if the adjustment of the hearing device cannot compensate for the hearing loss;

(2) the person who is a victim is affected by a new medical condition that prevents them from using their hearing device, even with the assistance of a remote control;

(3) the hearing device has deteriorated to the point where it can no longer be used, repaired or cleaned, in particular because of the acidic perspiration of the

person who is a victim or the excessive toxic vapours or pollution, such as dust, to which the hearing device is exposed; or

(4) the prosthesis was damaged due to the commission of the criminal offence.

In the case provided for in subparagraph 1 of the first paragraph, a written document from a hearing aid practitioner explaining why the prosthesis cannot be adjusted to compensate for the hearing condition of the person who is a victim and an attestation from a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17 or an audiological evaluation showing the hearing loss of the person who is a victim must be provided to the Minister.

In the case provided for in subparagraph 2 of the first paragraph, an attestation from a health professional referred to in one of subparagraphs 1 to 4 of the first paragraph of section 17 that specifies the condition that prevents the person who is a victim from using their hearing device must be provided to the Minister.

In the case provided for in subparagraph 3 of the first paragraph, a written document from a hearing aid practitioner explaining the deterioration of the prosthesis and the reason for the deterioration must be provided to the Minister. The hearing aid practitioner must keep the results of the electroacoustic examination and provide it to the Minister on request.

In the case provided for in subparagraph 4 of the first paragraph, the person who is a victim must explain, in writing, the circumstances in which the prosthesis was damaged, and the hearing aid practitioner must provide a written document showing that the manufacturer cannot repair the prosthesis.

When two hearing devices must be replaced in a case referred to in subparagraph 1, 3 or 4 of the first paragraph, a written document from a hearing aid practitioner or a hearing aid manufacturer explaining why both hearings aids need to be replaced must be provided to the Minister.

The application must be submitted using the form prescribed by the Minister.

**163.** The Minister reimburses the cost of replacing a remote control for a hearing device if it is used in accordance with the manufacturer's instructions and if the Minister has given prior authorization.

The Minister gives prior authorization if the warranty on the remote control has expired and if a written document from a hearing aid practitioner shows that it cannot be repaired.

The Minister also gives prior authorization if the hearing device of the person who is a victim has been replaced in accordance with section 160.

**164.** The Minister reimburses the cost of a hearing device or a CROS or BiCROS system repaired by the manufacturer, up to a maximum amount of

\$125, when the warranty has expired or when the breakage concerned is not covered by the warranty and provided that the repair, once completed, is warranted for a minimum period of one year.

**165.** The Minister reimburses the cost of having a remote control for a hearing device repaired by the manufacturer when

(1) the remote control is used in accordance with the manufacturer's instructions;

(2) the cost of the repair does not exceed 80% of the replacement cost;

(3) the warranty on the remote control has expired;

(4) the breakage is not covered by the warranty; and

(5) the repair is warranted for a minimum period of 30 months.

### §§3. *Other costs*

**166.** The Minister reimburses the cost of maintenance and the cost of other accessories listed in Schedule VII up to the amounts and on the conditions set out in the Schedule.

**167.** The Minister reimburses the cost of services to have a hearing device remodelled by the manufacturer up to a maximum amount of \$175, when the warranty has expired and provided the remodelling is warranted for a minimum term of one year.

**168.** In the case of a temporary bilateral hearing loss, the Minister reimburses the cost of hiring the following auditive devices:

(1) telephone amplifiers;

(2) environmental sound control systems.

**169.** In the case of a temporary bilateral hearing loss, the Minister reimburses the cost of purchasing a tinnitus masker up to a maximum amount of \$80.

For the purposes of this section, a hearing device equipped with a tinnitus masking function or program is not a tinnitus masker.

The costs provided for in the first paragraph may not be reimbursed by the Minister for the adjustment of such a function or program when a hearing device is adjusted or fitted.

## CHAPTER X

### FINANCIAL ASSISTANCE AIMED AT CONTRIBUTING TO THE SUPPORT NEEDS OF A CHILD WHOSE CONCEPTION RESULTS FROM A SEXUAL AGGRESSION

**170.** A person who provides for the needs of a child whose conception results from a sexual aggression is entitled to the monthly payment of the following amounts:

(1) for one child, \$716.66;

(2) for two children, \$1,027.70;

(3) for three children, \$1,315.83;

(4) for four or more children, \$1,604.66.

**171.** The financial assistance provided for in this Chapter is granted if, when the application for assistance is filed, the child concerned is a minor or, if a full-time student, 25 years of age or under.

**172.** When several persons provide for the needs of a child whose conception results from a sexual aggression, the financial assistance provided for in this Chapter is divided between them.

**173.** The amount of assistance is paid on the first day of each month following the child's birth. It is paid retroactively if an application for financial assistance is filed after the child's first month of life.

**174.** The assistance ceases to be paid

(1) when the person providing for the child's needs ceases to do so;

(2) on the child's 18<sup>th</sup> birthday, if they are not a full-time student;

(3) on the child's 25<sup>th</sup> birthday, if they are a full-time student;

(4) when a child over the age of 18 ceases to be a full-time student;

(5) when the child dies.

However, when a person who has ceased to be entitled to a monthly payment under subparagraph 1 of the first paragraph begins once again to provide for the child's needs, the payment of assistance to that person resumes on the first day of the following months.

## CHAPTER XI

### FINANCIAL ASSISTANCE IN THE FORM OF A REIMBURSEMENT OF CERTAIN MISCELLANEOUS EXPENSES

#### DIVISION I

##### MISCELLANEOUS EXPENSES

**175.** Costs incurred for the cleaning, repair or replacement of clothing worn at the time of the commission of an offence and which was damaged as a result of that offence may be reimbursed to a person who is a victim, up to a maximum amount of \$300.

**176.** Costs incurred for the repair or replacement of a prosthesis or orthosis that is damaged due to the commission of a criminal offence may be reimbursed.

When the cost of the repair exceeds 80% of the replacement cost of the prosthesis or orthosis, the Minister reimburses only the replacement cost.

**177.** Costs incurred for an interpreter needed by a person who is a victim to communicate with the Minister, when the interpreter is a member of the Ordre professionnel des traducteurs, terminologues et interprètes agréés du Québec, may be reimbursed.

When such an interpreter is not available, the costs incurred for the services of another person able to provide the same service may be reimbursed, at the same rate.

**178.** A person who is a victim who, due to the commission of a criminal offence, has had to end their elementary, secondary or post-secondary education or vocational training is entitled to the reimbursement of the tuition fees paid for the missed session or year.

The tuition fees referred to in the first paragraph include registration fees and program admission fees, and the costs incurred for the purchase of compulsory educational supplies.

**179.** The funeral expenses provided for in section 58 of the Act may be reimbursed up to a maximum amount of \$5,633.

**180.** A person who is a victim whose application for review or contestation before the Administrative Tribunal of Québec is allowed and who has submitted

medical expert's written report in support of the application or contestation is entitled to the reimbursement of the cost of the report, in the following cases and up to the following amounts:

(1) for the fees and expenses of a physician, \$425;

(2) for the fees and expenses of an internist, neurologist or neurosurgeon, an additional \$115;

(3) for the fees and expenses of a psychiatrist, an additional \$325.

**181.** Notwithstanding section 153, an intervening person who has sustained material injury within the meaning of section 58 of the Act is entitled to a maximum reimbursement of \$1,000.

**182.** The eligible costs for cleaning the place in a private residence where criminal offence was committed are limited to a maximum of \$3,606.

#### DIVISION II

##### COSTS FOR THE TRANSPORTATION OF THE VICTIM'S REMAINS

**183.** The costs incurred for the transportation of the victim's remains that have not been reimbursed under another public plan may be reimbursed, for the most economic means of transport.

**184.** The costs eligible for reimbursement are the costs incurred to transport the remains from the place where the person who is a victim died, whether inside or outside Québec, to the embalming laboratory or funeral home nearest to the usual residence of the person who is a victim if they resided in Québec, or nearest any other place approved by the Minister.

**185.** A person who claims a reimbursement of costs for the transportation of the victim's remains must indicate the amount paid and declare if, to the best of their knowledge, they are the only person to have paid the costs. They must also indicate if they have received a reimbursement under another plan for the transportation.

**186.** Where more than one person has paid costs for the transportation of the victim's remains, the reimbursement is divided in proportion to the amount paid by each person.

The person who claims the reimbursement must indicate to the Minister the names of the other persons and the amount paid by each.

## CHAPTER XII CRIMINAL OFFENCES COMMITTED OUTSIDE QUÉBEC

**187.** Subparagraph 1 of the first paragraph of section 63 of the Act also applies to

(1) a person with registered Indian status under the Indian Act (Revised Statutes of Canada, 1985, chapter I-5);

(2) a person with refugee status within the meaning of the Geneva Convention as granted in Canada by the competent authority.

**188.** The qualification application of a person who is a victim of a criminal offence committed outside Québec, and an application for financial assistance for such an offence, must mention the dates on which the person who is a victim arrived in and

departed from Québec in the year preceding the commission of the criminal offence.

**189.** For the purpose of calculating the 183-day period provided for in subparagraph 3 of the first paragraph of section 63 of the Act, the days that are not counted are the days during which the person who is a victim

(1) is registered as a student at an educational institution in or outside Québec while pursuing a program of studies outside Québec, for not more than 4 consecutive calendar years;

(2) is a full-time non-remunerated trainee at a university, at an institution affiliated with a university, at a research institute or with a government or international body or at an enterprise or agency affiliated with such an institute or body, for not more than 2 consecutive calendar years;

(3) is a public servant employed by the Québec government and is posted outside Québec;

(4) is residing temporarily in another province to hold temporary employment or carry out a contract in that province, for no more than 2 consecutive calendar years;

(5) holds employment or is performing a contract outside Québec on behalf of a partnership or legal person having its head office or a business establishment in Québec to whom they are directly accountable, or is a public servant employed by the Government of Canada and is posted outside Québec, while their family remains in Québec or where they maintain a dwelling in Québec;

(6) works abroad as an employee of a non-profit organization;

(7) in the cases provided for in paragraphs 2 to 7, is the spouse or a dependant accompanying a person during a stay outside Québec;

(8) stays outside Québec for 12 months or less during a calendar year, provided that such a stay occurs only once every 7 years;

(9) is carrying out a contract outside Québec as a self-employed worker and the person's business establishment is located in Québec;

(10) stays outside Québec to receive the care required by their physical or mental condition, on the written recommendation of a physician entered on the roll of the Ordre des médecins du Québec, for the duration indicated by the physician;

(11) is an adult providing constant care to a person whose autonomy is significantly reduced by reason of their physical or mental condition and must accompany that person outside Québec for the reason stated in paragraph 10;

(12) stays outside Québec for a period of not more than 6 months to accompany a person providing them with the constant care required by their physical or mental condition;

(13) stays outside Québec to participate in an employment-assistance measure or program;

(14) is retained outside Québec in a case of superior force for a period of not more than 6 months.

## CHAPTER XIII POWERS AND DECISIONS OF THE MINISTER

**190.** When the Minister is of the opinion that a person who is a victim, and who has filed a qualification application or an application for financial assistance, needs financial assistance immediately the Minister may, before a decision is made on the application but where it is likely that assistance will be granted, pay part of the following financial assistance on the conditions stated:

(1) the lump sum provided for in Chapter II of the Act;

(2) financial assistance compensating a loss of income, for a period of five weeks, renewable up to a total of 10 weeks, calculated on the basis of the income declared by the person who is a victim;

(3) financial assistance to compensate for certain disabilities, for a period of five weeks, renewable up to a total of 10 weeks, calculated on the basis of the rules set out in section 40.1 of the Act;

(4) financial assistance for five psychotherapeutic or psychosocial rehabilitation sessions, the maximum of five sessions being increased on presentation of supporting documents;

(5) financial assistance for physical rehabilitation, on the conditions set out in Chapter VI;

(6) financial assistance for vocational reintegration, on the conditions set out in Chapter VII;

(7) financial assistance for social reintegration, on the conditions set out in Chapter VIII;

(8) financial assistance for medical assistance, on the conditions set out in Chapter IX;

(9) financial assistance in the form of the reimbursement of certain miscellaneous expenses, on the conditions set out in Chapter XI, with the Minister's prior authorization.

**191.** The payment of assistance pursuant to section 190 may, in addition, be delayed or cancelled, or assistance may not be paid, in the following cases:

(1) a health assessment indicates that the person who is a victim is likely to die in the year following the application, whether or not the death is connected with the criminal offence;

(2) the person who is a victim has significant relevant antecedents at the site of the interference with integrity;

(3) the person who is a victim is under 14 years of age.

## CHAPTER XIV TRAVEL AND LIVING EXPENSES AND OTHER EXPENSES

### DIVISION I TRAVEL AND LIVING EXPENSES

#### §I. General

**192.** A person who is a victim is entitled to the reimbursement, in accordance with the standards set out in this Regulation and the amounts listed in Schedule XI, of the travel and living expenses incurred to receive care, undergo medical examinations or complete an activity as part of their rehabilitation or reintegration process.

If required by the physical or mental condition of the person who is a victim, the person who accompanies them is entitled to the reimbursement of the travel and living expenses incurred in accordance with the same standards and amounts. The presence of the accompanying person must be required during the travel of the person who is a victim or be attested by a health professional.

**193.** A person who is a victim may be reimbursed for the travel and living expenses incurred for the nurse, nursing assistant or beneficiary care attendant who provides them with home care, in accordance with the standards set out in this Regulation and the amounts listed in Schedule XI.

**194.** If the interference with the integrity of the person who is a victim occurred in Québec, if they choose to receive care or undergo medical examinations outside Québec, and if the Minister does not reimburse the costs pursuant to this Regulation, the person who is a victim is not entitled to the reimbursement of the travel and living expenses incurred for that purpose.

**195.** The Minister reimburses travel and living expenses on the basis of the most economical appropriate solution.

#### §II. Travel expenses

##### §§I. Transportation expenses

**196.** Expenses incurred for public transportation may be reimbursed.

**197.** The Minister may authorize a person who is a victim to use a personal vehicle or a service offering remunerated passenger transportation by automobile when the health professional of the person who is a victim recommends it because they are unable to use a means of transport referred to in section 196 because of their state of health and the health professional considers that this incapacity is connected with the interference with their integrity suffered by the person who is a victim due to the commission of a criminal offence.

The health professional must indicate how long the incapacity to use public transportation is likely to last.

**198.** Only transportation expenses incurred in travelling by the shortest route between a person's place of residence and the place where care is to be received, medical examinations undergone and rehabilitation or reintegration activities completed, may be reimbursed in accordance with the rate provided for in Schedule XI.

A person using a personal vehicle, with or without the Minister's authorization, is also entitled to the reimbursement of parking and toll costs.

**199.** When a person who is a victim chooses, without prior authorization from the Minister, to receive care or undergo medical examinations more than 100 km from their place of residence when such care or examinations could be obtained within a shorter distance, only the expenses corresponding to a trip of 200 km with an authorized personal vehicle in the case provided for in section 197 or with an unauthorized personal vehicle in every other case may be reimbursed.

Such authorization may be granted where those expenses are more economical taking into account all the amounts of financial assistance to which the person who is a victim would be entitled if they received care or underwent a medical examination 100 km or less from their place of residence.

**200.** Transportation expenses incurred in going home to eat a meal and coming back are not reimbursable.

#### *§§2. Meal expenses*

**201.** Only expenses for meals taken during a trip where the destination is more than 16 km from the place of residence of the person who is a victim, by the shortest route, are reimbursable in the following cases:

- (1) where the departure occurs before 7:30 a.m., breakfast expenses;
- (2) where the departure occurs before 11:30 a.m. and the return after 1:30 p.m., lunch expenses; or
- (3) where the departure occurs before 5:30 p.m. and the return after 6:30 p.m., dinner expenses.

However, breakfast or lunch expenses are also reimbursable where the person who is a victim has to travel 16 km or less from their place of residence to receive care or undergo medical examinations and where they have to stay at the destination between 8:30 a.m. and 11:30 a.m. or between 11:30 a.m. and 1:30 p.m.

**202.** The meal expenses provided for in the first paragraph of section 201 may be reimbursed to a person who is a victim for a nurse, a nursing assistant or a beneficiary care attendant who travels by the shortest route more than 16 km from the establishment of their employer, in accordance with the amounts listed in Schedule XI.

#### *§III. Living expenses*

**203.** Living expenses incurred in staying in a hotel or at the home of a relative or friend may be reimbursed where the Minister has given prior authorization for the stay.

#### **DIVISION II** EXPENSES FOR TRANSPORTATION BY AMBULANCE, BY AIR OR BY ANOTHER MEANS OF TRANSPORT

##### *§I. General*

**204.** The Minister reimburses the expenses incurred in transporting by ambulance, by air or by another means of transport a person who is a victim and, where their physical condition so requires, the person accompanying them other than a person responsible for the transport, in order to receive the care or undergo the medical examinations required by their injury, in the cases for in accordance with the amounts provided for in this Chapter.

##### *§II. Transportation by ambulance*

**205.** The expenses for transportation by ambulance may be reimbursed in one of the following circumstances:

- (1) the condition of the person who is a victim necessitates transportation by ambulance to an institution referred to in the Act respecting health services and social services or the Act respecting health services and social services for Cree Native persons;
- (2) a prescription drawn up by the attending physician of the person who is a victim attests that they must be transported by ambulance between 2 institutions referred to in those Acts or between their place of residence and such an institution.

**206.** Expenses incurred for transportation by ambulance are reimbursable in accordance with the amounts prescribed in the Ministerial Order concerning the determining of ambulance service zones and the maximum number of ambulances per area and per zone, the standards for ambulance service subsidies, the standards of transport by ambulance between establishments and rates of transport by ambulance (chapter L-0.2, r. 2).

The amounts shall be revalued in accordance with the amendments that the Minister may make to the Order but, for the purposes of this Regulation, such amendments will take effect only from the date of their making.

### §III. Transportation by air

**207.** Expenses incurred for the transportation by air of the person who is a victim are reimbursable in one of the following circumstances:

- (1) there is no other means of transport;
- (2) the use of another means of transport would be inadequate or dangerous for the person who is a victim because of their state of health, as observed by a health professional, and the length of the journey or poor road conditions;
- (3) using transportation by air is more economical, taking into account all the reimbursable transportation expenses to which the person who is a victim would be entitled if that means of transport was not used.

### §IV. Other means of transport

**208.** Expenses incurred for emergency transportation by a means of transport other than transportation by ambulance or air are reimbursable where such means of transport is required in the circumstances.

## DIVISION III MISCELLANEOUS

**209.** The expenses provided for in this Chapter are reimbursed only where the application for reimbursement is sent to the Minister within 6 months following the date on which the qualification application is accepted or the expenses are incurred.

However, the Minister may extend that period where a person demonstrates reasonable grounds to explain a late application.

**210.** The amounts listed in Schedule XI are revalued in accordance with any amendments that the Conseil du trésor may make to the Règles sur les frais de déplacement des fonctionnaires.

However, for the purposes of this Regulation, such amendments will have effect only from the 1 January following their making by the Conseil du trésor and will apply only in respect of expenses incurred on or after that date.

## CHAPTER XVI CHILDCARE

**211.** A person who is a victim is eligible for the reimbursement of the costs of childcare for a minor child or a child of full age, if incapable, in one of the following situations:

(1) the person who is a victim is participating in a psychotherapeutic rehabilitation, psychosocial rehabilitation, physical rehabilitation, medical assistance, social reintegration or vocational reintegration treatment or activity;

(2) the person who is a victim assumes alone custody of a child;

(3) the spouse of the person who is a victim is unable to care for a child living with the person who is a victim where the person who is a victim is unable to care themselves for the child;

(4) the person who is a victim is hospitalized and their spouse must accompany them to the hospital;

(5) the spouse of the person who is a victim must accompany them to a treatment or activity referred to in subparagraph 1;

(6) the person who is a victim is unable, physically or mentally, of caring for a child.

Any person who accompanies, when necessary, a child who is a victim of the commission of a criminal offence to receive treatment as a result of the offence is also eligible for the reimbursement of the cost of caring for another child.

**212.** Childcare costs are reimbursable to the extent that they constitute an extra cost due to the commission of the criminal offence, up to the following amounts:

(1) for a child receiving subsidized childcare services within the meaning of the Educational Childcare Act (chapter S-4.1.1) in a childcare centre or with a recognized home childcare provider, the amount of the reduced contribution set in accordance with the Reduced Contribution Regulation (chapter S-4.1.1, r. 1);

(2) for a child receiving non-subsidized childcare services in a day care centre or with a recognized home childcare provider, up to a maximum of \$29.56 per day per child;

(3) for a child receiving childcare in the home of the child or a natural person other than a recognized home childcare provider,

(a) for one child, \$3.39 per hour up to a maximum of \$45.51 per day;

(b) for two children, \$3.94 per hour up to a maximum of \$50.12 per day;

(c) for three or more children, \$4.55 per hour up to a maximum of \$56.90 per day.

## CHAPTER XV FINAL

**213.** To be granted pursuant to this Regulation, financial assistance must be necessary to compensate for interference with physical or mental integrity caused to a person who is a victim due to the commission of a criminal offence.

**214.** Every application for reimbursement, payment or financial assistance filed pursuant to this Regulation must be accompanied by supporting documents, unless otherwise indicated by the Minister.

**215.** When a form prescribed by the Minister is required for the filing a report, the costs relating to the report can only be paid if the report is made using the form.

**216.** Unless otherwise provided for, all amounts specified in this Regulation, except those specified in Schedules I to IV and VI to XII, and the amount provided for in paragraph 1 of section 212, are indexed on 1 January of each year by multiplying the amount to be indexed by the ratio between the consumer price index for the current year and consumer price index for the preceding year.

The Consumer Price Index for a year is the yearly average computed on the basis of the monthly Consumer Price Indexes for Canada established by Statistics Canada for the 12 months preceding 1 November of the year preceding the year for which the Index is calculated.

If, on 1 December of a year, the data furnished by Statistics Canada are incomplete, the Minister may use the data then available to establish the Consumer Price Index.

If Statistics Canada uses a new method to compute the monthly Consumer Price Index by modifying the time basis or the content basis in question and if that modification entails a variation of more than 1% in the yearly average, the monthly indexes used to establish the yearly average for each of the years affected by the change of method shall be adjusted by the Minister in such a way as to take into account the data according to the method used by Statistics Canada on 19 August 1985.

If the yearly average computed on the basis of the monthly Consumer Price Indexes contains more than one decimal, only the first is retained and it is increased by one numeral if the second is greater than the figure 4.

If the ratio of the Consumer Price Index for the current year to that for the preceding year contains more than 3 decimals, only the first 3 decimals are retained and the third is increased by one numeral if the fourth is greater than the figure 4.

The amount obtained by indexation is rounded off to the nearest dollar.

**217.** Financial assistance granted but not yet paid on the date of death of the person entitled to receive it is paid to the person's succession.

**218.** When, following an application for review or a contestation before the Administrative Tribunal of Québec or a court of justice, the Minister, the Tribunal or the court recognized that a person is entitled to financial assistance that was initially refused or increase the amount of assistance granted, the Minister, the Tribunal or the court must order, in all cases, that interest be paid to the person. The interest is calculated from the date of the decision refusing to recognize the entitlement to financial assistance or to increase the amount of assistance, as the case may be. The interest rate applicable is the rate set pursuant to the second paragraph of section 28 of the Tax Administration Act (chapter A-6.002).

**SCHEDULE I**

(ss. 18, 24 and 26)

**SCHEDULE OF PERMANENT FUNCTIONAL AND ESTHETIC IMPAIRMENTS****FUNCTIONAL UNITS**

1. Mental function
2. State of consciousness
3. Cognitive aspect of language
4. The functions of the visual system are composed of 2 units:
  - 4.1. Vision
  - 4.2. Ancillary functions of the visual system
5. The functions of the auditory system are composed of 2 units:
  - 5.1. Hearing
  - 5.2. Ancillary functions of the auditory system
6. Taste and smell
7. Skin sensitivity is composed of 7 units:
  - 7.1. Skin sensitivity of the skull and face
  - 7.2. Skin sensitivity of the neck
  - 7.3. Skin sensitivity of the trunk and genital organs
  - 7.4. Skin sensitivity of the right upper limb
  - 7.5. Skin sensitivity of the left upper limb
  - 7.6. Skin sensitivity of the right lower limb
  - 7.7. Skin sensitivity of the left lower limb
8. Clinical pictures of balance disorders

9. Phonation
10. Mimic
11. Ability to move and maintain the position of head
12. Ability to move and maintain the position of trunk
13. Ability to move and maintain the position of upper limbs is composed of 2 units:
  - 13.1. Ability to move and maintain the position of right upper limb
  - 13.2. Ability to move and maintain the position of left upper limb
14. Manual dexterity (prehension and manipulation) is composed of 2 units:
  - 14.1. Right manual dexterity
  - 14.2. Left manual dexterity
15. Locomotion
16. Protection provided by the skull
17. Protection provided by the rib cage and abdominal wall
18. Nasopharyngeal respiration
19. The digestive functions are composed of 4 units:
  - 19.1. Ingestion (chewing and swallowing including prehension and salivation)
  - 19.2. Digestion and absorption
  - 19.3. Excretion
  - 19.4. Hepatic and biliary functions
20. Cardio-respiratory function
21. The urinary functions are composed of 2 units:
  - 21.1. The renal function
  - 21.2. Micturition

22. The genito-sexual functions are composed of 3 units:

22.1. Genital Sexual Activity

22.2. Procreation

22.3. Termination of Pregnancy

23. Endocrine, hematological, immune, and metabolic functions

24. Clinical pictures of paraplegia and quadriplegia

### **ESTHETIC UNITS**

25. There are eight esthetic units:

25.1. Esthetic of the skull and scalp

25.2. Esthetic of the face

25.3. Esthetic of the neck

25.4. Esthetic of the trunk and genital organs

25.5. Esthetic of the right upper limb

25.6. Esthetic of the left upper limb

25.7. Esthetic of the right lower limb

25.8. Esthetic of the left lower limb

### **1. THE MENTAL FUNCTION**

The various dimensions of the mental function have an impact on all activities of daily living.

### **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.

2. Evaluation must take into account the following criteria for determining the overall impact of an impairment of the mental function on daily life:

— The degree of independence and social functioning evaluated on the basis of the need to turn to compensating strategies, technical aids, or human surveillance and/or assistance

— The importance of the impact of a cognitive disorder on the performance of activities of daily living

— The importance of the impact of affective or mental disorders on the performance of activities of daily living evaluated using the “Global Assessment of Functioning Scale” proposed by the American Psychiatric Association in American Psychiatric Association: *Diagnostic and Statistical Manual of Mental Disorders* (DSM-IV), 4th Edition, Washington, DC, 1994, p. 32.

### GLOBAL ASSESSMENT OF FUNCTIONING (GAF)

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100 |

| Superior functioning in a wide range of activities, life’s problems never  
| seem to get out of hand, is sought out by others because of his or her many  
| positive qualities. No symptoms.

91 |

90 |

| Absent or minimal symptoms (e.g., mild anxiety before an exam), good  
| functioning in all areas, interested and involved in a wide range of  
| activities, socially effective, generally satisfied with life, no more than  
| everyday problems or concerns (e.g., an occasional argument with family  
| members).

81 |

80 |

| If symptoms are present, they are transient and expectable reactions to  
| psychosocial stressors (e.g., difficulty concentrating after family  
| argument), no more than slight impairment in social, occupational, or school  
| functioning (e.g., temporarily falling behind in schoolwork).

71 |

70 |

| Some mild symptoms (e.g., depressed mood and mild insomnia) OR some  
| difficulty in social, occupational, or school functioning (e.g., occasional  
| truancy, or theft within the household), but generally functioning pretty  
| well, has some meaningful interpersonal relationships.

- 61 |
- 60 |  
| Moderate symptoms (e.g., flat affect and circumstantial speech, occasional  
| panic attacks) OR moderate difficulty in social, occupational, or school  
| functioning (e.g., few friends, conflicts with peers or co-workers).
- 51 |
- 50 |  
| Serious symptoms (e.g., suicidal ideation, several obsessional rituals,  
| frequent shoplifting) OR any serious impairment to social, occupational, or  
| school functioning (e.g., no friends, unable to keep a job).
- 41 |
- 40 |  
| Some impairment in reality testing or communication (e.g., speech is  
| sometimes illogical, obscure, or irrelevant) OR major impairment in several  
| areas, such as work or school, family relations, judgment, thinking, or mood  
| (e.g., depressed man avoids friends, neglects family, and is unable to work;  
| child frequently beats up younger children, is defiant at home, and is  
| failing at school).
- 31 |
- 30 |  
| Behaviour is considerably influenced by delusions or hallucinations OR  
serious  
| impairment in communication or judgment (e.g., sometimes incoherent, acts  
| grossly inappropriately, suicidal preoccupation) OR inability to function in  
| almost all areas (e.g., stays in bed all day; no job, home, or friends).
- 21 |
- 20 |  
| Some danger of hurting self or others (e.g., suicide attempts without clear  
| expectation of death; frequently violent; manic excitement) OR occasionally  
| fails to maintain minimal personal hygiene (e.g., smears feces) OR gross  
| impairment in communication (e.g., largely incoherent or mute).
- 11 |

- 10 |  
 | Persistent danger of severely hurting self or others (e.g., recurrent  
 | violence) OR persistent inability to maintain minimal personal hygiene OR  
 | serious suicidal act with clear expectation of death.
- 1 |
- 

## CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
 MINIMUM  
 THRESHOLD** permanent

If symptoms are present, they have no significant impact on personal and social functioning. The after-effects of the impairment are less than those that would result from the situations described for category of severity 1.

---

**SEVERITY 1**

Affective or mental disorders that affect personal and social functioning and that are between 71 and 80 on the Global Assessment of Functioning Scale”;

**2%**

or Regular and permanent need to take prescription medication that may cause side effects.

---

Affective or mental disorders that affect personal and social functioning and that are between 61 and 70 on the Global Assessment of Functioning Scale”;

**SEVERITY 2**

- 5%**      **or** Minor cognitive impairment such as shorter attention span while performing complex tasks, occasionally combined with fatigability. The difficulties experienced require slight changes in the organization of activities.
- 

Affective or mental disorders that affect personal and social functioning and that are between 51 and 60 on the Global Assessment of Functioning Scale”;

- SEVERITY 3**  
**15%**      **or** Slight cognitive impairment such as attention, memory, or learning difficulties, occasionally combined with fatigability. The impairment is severe enough to affect the organization and performance of complex tasks such as making important decisions.

The difficulties experienced require significant changes in the organization of activities and may necessitate human surveillance or assistance.

---

Affective or mental disorders that affect personal and social functioning and that are between 41 and 50 on the Global Assessment of Functioning Scale”;

- SEVERITY 4**  
**35%**      **or** Moderate cognitive impairment such as attention, memory or learning difficulties, or reduced judgment, often combined with fatigability. The impairment is severe enough to affect the performance of routine tasks such as the planning of daily domestic activities (meals, housework, purchases).

The difficulties experienced require a reorganization in the organization of activities and necessitate human surveillance or assistance.

---

Affective or mental disorders with major disruption of personal and social functioning, altered sense of reality;

**SEVERITY 5**

70% or Cognitive impairment severe enough to prevent the performance of simple routine tasks. The person can only be left alone for short periods.

---

The person is totally or almost totally dependent on human assistance for the performance of most activities of daily living.

**SEVERITY 6**

100% Protective measures may be necessary such as a protected environment, confinement, restraint.

---

## 2. STATE OF CONSCIOUSNESS

Consciousness is the faculty that makes a person aware and able to judge his or her own reality. Permanent impairments to the state of consciousness can show up as episodic disorders such as epilepsy, lipothymia, or fainting, or as ongoing disorders such as stupor, coma, or a chronic vegetative state.

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. Impacts on other functional units, such as incontinence during an epileptic seizure, are taken into account in this unit.

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE** After-effects of the permanent impairment are less than those

**MINIMUM THRESHOLD** resulting from the situation described in Severity 1.

---

**SEVERITY 1**  
**5%** Disturbances to the state of consciousness that slightly interfere with daily activities medication, which may have possible side effects, is necessary to keep conditions such as epilepsy under control. Response to medical treatment is adequate and sufficient to allow the patient to drive a car.

---

**SEVERITY 2**  
**15%** Disturbances to the state of consciousness that moderately interfere with daily activities. Response to medical treatment is sufficient to allow the patient to remain independent but not to perform tasks that could endanger his or her safety or that of others, such as driving a car.

---

**SEVERITY 3**  
**30%** Disturbances to the state of consciousness that significantly interfere with daily activities. The severity of the seizures in terms of their intensity (type), frequency despite medication, and circumstances (trigger, timing) justifies the regular intervention of another person (surveillance or assistance).  
However, the patient remains sufficiently independent to retain a certain level of social interaction.

---

**SEVERITY 4**  
**60%** Impairments to the state of consciousness that severely interfere with daily activities.  
Autonomy and social interactions are reduced to a minimum.

---

**SEVERITY 5**  
**100%** Total absence of interpersonal relationships, such as in a chronic vegetative state, making the person completely dependent on another person and on medical support.

---

### **3. COGNITIVE ASPECT OF LANGUAGE**

The cognitive aspect of language refers to the mental ability to understand and produce oral and written language. Examples of impairments include dysphasia, aphasia, alexia, agraphia and acalculia.

#### **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. The evaluation must take into account the following abilities in order to determine the overall impact on daily life:
  - Expressing oneself in speech
  - Expressing oneself in writing
  - Expressing oneself with gestures or expressions
  - Naming or describing objects
  - Spelling
  - Understanding verbal and nonverbal language
  - Reading with understanding
  - Understanding spoken or written directions
  - Repeating

Depending on the circumstances, the evaluation of functional impairments may be documented using any other relevant examination.

3° Peripheral sensory or motor impairments that may interfere with understanding and/or the mechanical expression of language must not be evaluated using the rules provided under this unit but using the rules provided in the functional units that specifically deal with the observed impacts.

## CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD**      After-effects of the permanent impairment are less than those resulting from the situation described in Severity 1.

---

**SEVERITY 1**      Occasional trouble with word recall in written or spoken language.  
5%

---

**SEVERITY 2**      Frequent word substitutions or deformations (paraphasia),  
20%      or Difficulty in understanding long, complex sentences or abstract or figurative language.

---

**SEVERITY 3**      Serious difficulty with writing (dysgraphia);  
40%      or Difficulty in understanding simple sentences.

---

**SEVERITY 4**      Major problems in understanding combined with difficulties with  
70%      expression that make conversation very arduous.

---

**SEVERITY 5**      Understanding is virtually or totally nonexistent and the person  
is  
100%      completely incapable of expressing thoughts in language.

---

## **4. FUNCTIONS OF THE VISUAL SYSTEM**

The function of the visual system is to put people in contact with the outside world by means of light.

The functions of the visual system are composed of 2 functional units.

### **4.1. Vision**

### **4.2. Ancillary Functions of the Visual System**

— Protection

— Eye lubrication

— Light sensitivity, photophobia, accommodation, convergence, colour perception, etc

## **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. Reading difficulties related to a cognitive impairment must not be evaluated using the rules provided in this unit but using the rules provided in the functional unit “Cognitive Aspect of Language”.
3. Specific guidelines are given at the beginning of each functional unit.

### **4.1. VISION**

#### **Specific Guidelines**

The evaluation is conducted in 4 steps.

#### **STEP 1: Evaluation of the 3 components required for optimal vision**

A) Procedure to determine the retained percentages of central visual acuity for distance and close-up vision

· Central visual acuity is measured for each eye using the best optical correction that can be comfortably tolerated and that is acceptable for distance and close-up vision.

The retained percentage of visual acuity for each eye, which is entered on the form for calculating the efficiency percentage for each eye in Step 2, is obtained using the following table:

### RETAINED PERCENTAGE OF CENTRAL VISUAL ACUITY

#### Distance

#### Vision Close-up

(meters) Vision 0.4M 0.5M 0.6M 0.8M 1M 1.25M 1.6M 2M 2.5M 3.2M 4M

6/4.5	100*	100	97	95	75	70	60	57	55	52	51
	50**	50	48	47	37	35	30	28	27	26	25
6/6	100	100	97	95	75	70	60	57	54	52	51
	50	50	48	47	37	35	30	28	27	26	25
6/7.5	97	97	95	92	72	67	57	55	52	50	48
	48	48	47	46	36	33	28	27	26	25	24
6/9	95	95	92	90	70	65	55	52	50	47	46
	47	47	46	45	35	32	27	26	25	24	23
6/12	92	92	90	87	67	62	52	50	47	45	43
	46	46	45	43	33	31	26	25	23	22	21
6/15	87	87	85	82	62	57	47	45	42	40	38
	43	43	42	41	31	28	23	22	21	20	19
6/18	84	84	82	78	59	54	44	41	39	36	35
	42	42	41	39	30	27	22	21	19	18	17

<b>6/21</b>	82	82	79	77	57	52	42	39	37	35	33
	41	41	39	38	28	26	21	21	18	17	16
<b>6/24</b>	80	80	77	75	55	50	40	37	35	32	31
	40	40	38	37	27	25	20	18	17	16	15
<b>6/30</b>	75	75	72	70	50	45	35	32	30	27	26
	37	37	36	35	25	22	17	16	15	13	13
<b>6/36</b>	70	70	67	65	45	40	30	27	25	22	21
	35	35	33	32	22	20	15	13	12	11	10
<b>6/45</b>	66	66	63	61	41	36	26	23	21	18	17
	33	33	32	30	20	18	13	12	10	9	8
<b>6/60</b>	60	60	57	55	35	30	20	17	15	12	11
	30	30	28	27	17	15	10	9	7	6	5
<b>6/90</b>	57	57	55	52	32	27	17	15	12	10	8
	38	38	27	26	16	13	9	7	6	5	4
<b>6/120</b>	55	55	52	50	30	25	15	12	10	7	6
	27	27	26	25	15	12	7	6	5	3	3
<b>6/240</b>	52	52	50	47	27	22	12	10	7	5	3
	26	26	25	23	13	11	6	5	3	2	2

\* UPPER VALUE: RETAINED PERCENTAGE OF CENTRAL VISUAL ACUITY IN THE ABSENCE OF MONOCULAR APHAKIA

\*\* LOWER VALUE: RETAINED PERCENTAGE OF CENTRAL VISUAL ACUITY WITH ALLOWANCE FOR MONOCULAR APHAKIA

## **B) Procedure to determine the retained percentage of the visual field for each eye**

· The extent of the visual field is determined using the usual perimetric methods. The conventional standard is the III-4e kinetic stimulus of the Goldman perimeter. The IV-4e stimulus should be used with a person with an aphakic eye corrected with prescription glasses and not contact lenses.

· The index finger or target is brought from the periphery to the visual field, i.e., from the unseen to the seen. The peripheral field is measured for each meridian. If the measurement differs from the clinical result, a second measurement that agrees with the first within 15° should be obtained. The result is recorded on an ordinary visual field chart for each of the eight principal meridians separated from one another by 45°. The meridians and the normal extent of the visual field from the point of fixation are recorded on the visual field chart shown in Diagram 1.

Where there is a deficit in a quadrant or a half field, or any other anomaly, the measurement will be the average of the values for the two adjacent meridians.

· The retained percentage of the visual field, which is entered on the form for calculating the percentage of visual efficiency of each eye in Step 2, is obtained using the following formula:

Total retained degrees \*

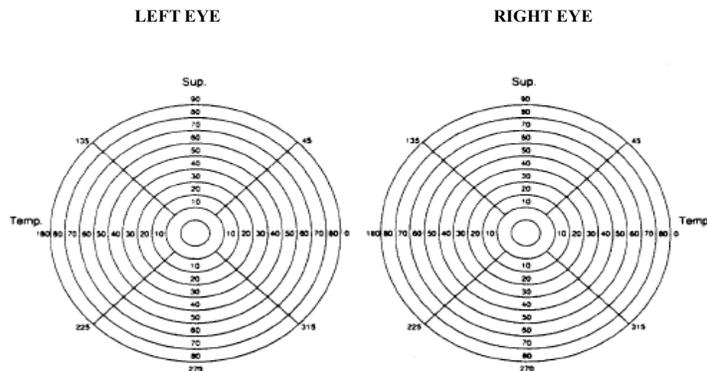
---

Number of degrees prior to the criminal offence\*\* × 100 = retained % of visual field

\* SUM OF RETAINED DEGREES FOR THE EIGHT PRINCIPAL MERIDIANS SHOWN IN DIAGRAM 1 (FOR THE III-4E ISOPTER)

\*\* THE EXTENT OF THE VISUAL FIELD PRIOR TO THE CRIMINAL OFFENCE CAN VARY DEPENDING ON THE PERSON AND ON AGE. FOR THE IMPAIRED EYE, THE EXTENT OF THE VISUAL FIELD PRIOR TO THE CRIMINAL OFFENCE IS DETERMINED BY COMPARISON WITH THE OTHER EYE, IF IT IS HEALTHY. WHERE THE CONTRA LATERAL EYE IS NOT HEALTHY, THE NORMAL VALUE IS PRESUMED TO BE 500.

DIAGRAM 1  
VISUAL FIELDS

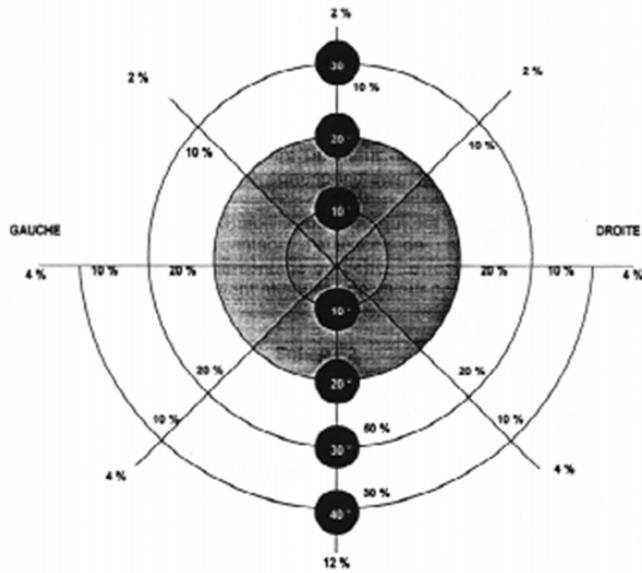


### C) Procedure to determine the retained percentage of ocular motility

- The extent of the diplopia when the person looks in various directions is determined using the best correction possible (prism) comfortably tolerated and that is acceptable, but without coloured lenses.
  - The evaluation is conducted using a small test light or Goldman perimeter III-4e stimulus at 330 mm or any campimeter at 1 m from the eye of the person.
  - Results for image separation when the person looks in various directions are recorded on a visual field chart (Diagram 2) for each of the eight principal meridians.
  - In the case of an impairment outside the central 20°, total percentage loss of ocular motility is calculated by adding the percentages of loss indicated in Diagram 2 corresponding to the separation of the 2 images as evaluated by the examination, up to a maximum of 92%.
  - In the case of an impairment inside the central 20°, total percentage loss of ocular motility corresponds to the maximum of 92%.
  - The retained percentage of ocular motility entered on the form to calculate the efficiency percentage of each eye in Step 2 is obtained by subtracting the percentage of loss from 100%.
- The result is applied to the eye with the greatest impairment. The other eye is attributed a normal value, i.e., 100%.

**DIAGRAM 2**

**PERCENTAGE LOSS OF OCULAR MOBILITY**





\* THE EFFICIENCY PERCENTAGES FOR EACH EYE ARE THOSE OBTAINED IN STEP 2.

---

#### STEP 4: Determination of the Percentage of Functional Loss of Vision

---

Normal Vision	% of Efficiency of Vision*	% of Functional Loss of Vision	=
	100%	-	

---

\* THE VISION EFFICIENCY PERCENTAGE IS THAT OBTAINED IN STEP 3.

For financial assistance purposes, the category of severity corresponds to the percentage of functional loss of vision. The result is rounded up to the nearest 0.5% or higher unit, with a maximum of 85%.

#### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment are less than those resulting from the situation described in Severity 0.5.
--	---

---

Inconvenience due to wearing a corrective device to provide normal vision. Financial aid in this category of severity is only awarded if

0.5% the person was not wearing a corrective device prior to the criminal offence.

---

Inconvenience due to a permanent impairment to vision that cannot be fully corrected with a corrective device (glasses, prisms, contact lenses).

**SEVERITY****1 TO 85**

The category of severity corresponds to the extent of functional loss of vision as determined by an ophthalmologic evaluation. It varies from 1 to a maximum of 85.

---

**4.2. ANCILLARY FUNCTIONS OF THE VISUAL SYSTEM****Specific Guidelines**

1. Loss of accommodation and photophobia experienced by a person with an aphakic eye are already included in the visual acuity calculation in Step 1A of 4.1. (see Retained Percentage of Central Visual Acuity) and are not eligible for a category of severity in this section.
2. Fusion anomalies and convergence insufficiencies experienced by a person diagnosed with ocular motility impairments are already included in the ocular motility calculation in Step 1C of 4.1. and are not eligible for a category of severity in this section.

**CATEGORIES OF SEVERITY**

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD**

After-effects of the permanent impairment are less than those resulting from the situations described in Severity 1.

---

Slight photosensitivity or photophobia requiring, among other things, the wearing of sunglasses, such as with maculopathy, or corneal, pupillary or ocular media impairment,

**or** Slight loss of accommodation;

**or** colour vision disorder;

**SEVERITY 1** **or** Slight fusion anomaly or slight paralysis of convergence, such as  
**1%** with decompensated, nonreducible, and occasionally symptomatic anterior heterophoria;

**or** Slight unilateral or bilateral intermittent lacrimation;

**or** Slight palpebral ptosis;

**or** Justification for therapeutic measures resulting in minor inconvenience such as having to take regular medication.

---

Moderate photophobia that requires, among other things, the wearing of sunglasses, such as with maculopathy, or corneal, pupillary, or ocular media impairment;

**or** Moderate or significant loss of unilateral or bilateral accommodation;

**SEVERITY 2** **or** Moderate fusion anomaly or moderate paralysis of convergence, such  
**3%** as with decompensated, nonreducible, and daily symptomatic anterior heterophoria;

**or** Paralysis of conjugate upward gaze;

**or** Frequent unilateral or bilateral lacrimation;

**or** Marked palpebral ptosis;

---

**or** Superficial punctate keratitis.

---

Significant photophobia, such as with nonreactive mydriasis;

**or** Complete paralysis of accommodation in one eye, such as with pseudophakia;

**SEVERITY 3**

**5%** **or** Lacrimation caused by complete stenosis of one inferior caniculus;

**or** Moderate keratitis requiring frequent lubrication.

---

Maximum photophobia, such as with the loss of the iris;

**or** Complete paralysis of accommodation in both eyes;

**or** Complete paralysis of convergence;

**SEVERITY 4** **or** Paralysis of conjugate downward or lateral gaze;

**10%**

**or** Severe and persistent unilateral or bilateral keratitis despite treatment;

**or** Lacrimation caused by complete stenosis of the inferior caniculi of both eyes.

---

## **5. FUNCTIONS OF THE AUDITORY SYSTEM**

The function of the auditory system is to put people in contact with the outside world by means of sound (words, music, background noise, etc.).

The functions of the auditory system are composed of 2 functional units.

### **5.1. Hearing**

### **5.2. Ancillary Functions of the Auditory System**

## EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. Balance disorders and understanding difficulties related to a cognitive disorder must not be evaluated using the rules provided in this unit but using the rules provided in the functional units “Clinical Pictures of Balance Disorders” and “Cognitive Aspect of Language”.
3. Specific guidelines for evaluating auditory impairments are given at the beginning of 5.1.

### 5.1. HEARING

#### Specific Guidelines

The evaluation is conducted in 3 steps:

#### **STEP 1: Determination of the average hearing threshold for each ear (tonal audiometry) and of the factor of severity of the binaural impairment**

##### **A) Determination of the average hearing threshold for each ear (tonal audiometry)**

The hearing threshold for each ear is evaluated by tonal audiometry without a hearing aid. The frequencies used are 500, 1,000, 2,000, and 4,000 hertz (Hz).

For calculation purposes, the maximum hearing threshold for a given frequency is set at 100 dB.

The average hearing threshold for each ear is obtained using the calculation method given below. For results above 25 dB, the average hearing threshold is rounded up or down to the nearest multiple of 5.

#### **CALCULATION OF AVERAGE HEARING THRESHOLDS**

---

	500 Hz	1,000 Hz	2,000 Hz	4,000 Hz	Average Hearing Threshold	Rounded Average (dB)
Right Ear	_____	_____	_____	_____	_____ ÷ 4 = _____	_____ → _____



<b>40</b> 16.5	1.5	2.5	4	6.5	9	10	12	14	15.5	16
<b>45</b> 21.5	2.5	3.5	5	7.5	10	15	17	19	20.5	21
<b>50</b> 31.5	4.5	5.5	7	9.5	12	17	27	29	30.5	31
<b>55</b> 41.5	6.5	7.5	9	11.5	14	19	29	39	40.5	41
<b>60</b> 49	8	9	10.5	13	15.5	20.5	30.5	40.5	48	48.5
<b>65</b> 51.5	8.5	9.5	11	13.5	16	21	31	41	48.5	51
<b>≥70</b> 54	9	10	11.5	14	16.5	21.5	31.5	41.5	49	51.5

### **STEP 2: Determination of auditory discrimination for each ear (vocal audiometry) and of the adjustment factor**

The percentages of auditory discrimination for each ear are obtained by vocal audiometry and entered in the table below to obtain the adjustment factor.

#### **ADJUSTMENT FACTOR**

% of Auditory Discrimination for Each Ear	90 to 100	70 to 89	50 to 69	
<50				
90 to 100	0	1	2	
70 to 89	1	2	3	4
50 to 69	2	3	4	5
<50	3	4	5	6

**STEP 3: Determination of the category of severity**

The category of severity for auditory impairment is the sum of the factor of severity from Step 1 and the adjustment factor from Step 2.

Factor of Severity (Step 1)	Adjustment Factor (Step 2)	Category of Severity
_____	+	_____ =
_____		_____

**CATEGORIES OF SEVERITY**

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment are less than those resulting from the situation described in Severity 0.5.
--	---

---

<b>SEVERITY 0.5 TO 60</b>	Inconvenience due to a permanent hearing loss.
-------------------------------	--

<b>0.5 TO 60%</b>	The category of severity corresponds to the extent of functional hearing loss determined by an audiological evaluation. It varies from 0.5 to a maximum of 60.
-------------------	--

---

## 5.2. ANCILLARY FUNCTIONS OF THE AUDITORY SYSTEM

### CATEGORIES OF SEVERITY

---

Inconveniences experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment are less than those resulting from the situations described in Severity 1.
--	--

---

Frequent or intense tinnitus\* but with no significant effect on sleep;

**SEVERITY 1**

**2%**      **or** Medical necessity for preventive, palliative, or therapeutic measures that cause inconvenience, such as swimming forbidden because of a tympanic perforation.

---

Recurring otorrhea due to tympanic perforation;

**SEVERITY 2 or** Frequent irritation and infections, such as with external auditory canal stenosis;

**3%**

**or** Frequent, episodic exacerbations, such as with cholesteatoma.

---

**SEVERITY 3**      Tinnitus\* sufficiently frequent and intense to compromise sleep on a

**5%**      regular basis.

---

\* TINNITUS BEING A SUBJECTIVE PHENOMENA, IT IS CONSIDERED FOR FINANCIAL ASSISTANCE PURPOSES ONLY IF ITS OCCURRENCE, INTENSITY AND CONSEQUENCES HAVE REGULARLY BEEN DOCUMENTED SINCE THE CRIMINAL OFFENCE.

## 6. TASTE AND SMELL

Taste is the sensory function that provides people with information on the physical and chemical characteristics of food. It allows them to determine what is sweet, salty, bitter, or sour.

Smell is the sensory function that lets people distinguish odours. It determines whether odours are pleasant or unpleasant and helps people appreciate the flavour of food. In conjunction with the trigeminal system, it also provides a protection function by detecting potentially dangerous chemical substances.

Since they are closely related, taste and smell are considered as a single functional unit.

## EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. Evaluating taste includes semi-objective chemical testing of the 4 basic sensations: sweet, salty, bitter, and sour.
3. Evaluating smell includes subjective sniff tests complemented by the following semi-objective methods:
  - Verification of the olfacto-respiratory reflex by testing the reaction to strong odours that normally cause reflex blockage of inhalation
  - Verification of trigeminal sensitivity by testing the reaction to irritating substances (vinegar, ammonia)

## CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following situations:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment, such as partial loss of taste or smell, are less than those resulting from the situation described in Severity 1.
--	--

---

<b>SEVERITY 1 3%</b>	Perception of unpleasant or inappropriate taste or odours (dysgueusia, cacosmia, parosmia) that may interfere with daily activities.
--------------------------	--

---

<b>SEVERITY 2 5%</b>	Total loss of one of both functions with partial or total retention of the other.
--------------------------	---

---

**SEVERITY 3**

10% Total loss of both functions: taste **and** smell.

---

**7. SKIN SENSITIVITY**

Skin sensitivity is the sensory function that puts people in contact with the outside world through skin contact. It allows them to explore the outside world and react to changes in the environment (warning and protection function).

Skin sensitivity is composed of 7 functional units, each representing a separate region of the body:

**7.1. Skin Sensitivity of Skull and Face****7.2. Skin Sensitivity of Neck****7.3. Skin Sensitivity of Trunk and Genital Organs****7.4. Skin Sensitivity of Right Upper Limb****7.5. Skin Sensitivity of Left Upper Limb****7.6. Skin Sensitivity of Right Lower Limb****7.7. Skin Sensitivity of Left Lower Limb****EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. Skin sensitivity impairment resulting from paraplegia or quadriplegia must not be evaluated using the rules provided in this chapter but using to the rules provided in the functional unit "Clinical Pictures of Paraplegia and Quadriplegia".
- 3° The anatomical boundaries used to separate contiguous parts of the body are the following:

**» » Skull**

Region inside the normal, usual hairline. In the presence of baldness, the anatomical boundary corresponds to what would have been the normal hairline.

►► **Face**

Region defined by the anatomical boundaries of the skull and neck.

Lips area: Upper boundary is the base of the nose defined by the alae of the nose and the columella.

Lateral boundaries are the nasolabial creases

Lower boundary is the labiomental crease

►► **Neck**

Upper boundary: line following the lower part of the body of the mandible, continuing along the vertical rami to the temporomandibular joints and then along the normal usual hairline

Lower boundary: line beginning at the jugular notch, continuing along the upper edge of the clavicle to the mid-point and then to the C7 spinous process

►► **Trunk and Genital Organs**

Region defined by the anatomical boundaries of the neck, upper limbs, and lower limbs

►► **Upper Limb** (upper boundary)

Circular line beginning at the apex of the armpit, extending backwards and forwards, and ending at the mid-point of the clavicle

►► **Lower Limb** (upper boundary)

Line beginning at the median upper edge of the pubic symphysis, continuing obliquely to the antero-superior iliac spine, then along the upper edge of the iliac crest, and ending at the upper vertical boundary of the gluteal fold

## **7.1. SKIN SENSITIVITY OF SKULL AND FACE**

(Including the buccal cavity, the gums, and the teeth)

### **CATEGORIES OF SEVERITY**

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE MINIMUM THRESHOLD** After-effects of the permanent impairment, such as a sensitivity impairment affecting an area of skin under 1 cm<sup>2</sup> on the skull or the face (not including lips area), are less than those resulting from the situation described in Severity 1.

---

Sensitivity impairment affecting an area:

for the entire skull and face: between 1 and 25 cm<sup>2</sup>;

**SEVERITY 1** or for the face: between 1 and 5 cm<sup>2</sup>;

1%

or for the lips area between: less than 1 cm<sup>2</sup>;

or corresponding to one subdivision of the principal branches\* of a trigeminal nerve

---

Sensitivity impairment affecting an area:

for the entire skull and face: more than 25 cm<sup>2</sup>;

**SEVERITY 2** or for the face: greater than 5 cm<sup>2</sup> up to 15 cm<sup>2</sup>;

3%

or for the lips area: between 1 and 5 cm<sup>2</sup>;

or corresponding to 2 subdivisions of the principal branches\* of a trigeminal nerve

---

Sensitivity impairment affecting an area:

for the face: greater than 15 cm<sup>2</sup> up to 25% of the entire surface;

**SEVERITY 3**

**6%** or for the lips area: greater than 5 cm<sup>2</sup> up to 10 cm<sup>2</sup>;

or corresponding to more than 2 subdivisions of the principal branches\* of a trigeminal nerve

---

Sensitivity impairment affecting an area:

**SEVERITY 4** for the face: between 25% and 50% of the entire surface;

**10%**

or for the lips area: greater than 10 cm<sup>2</sup>;

or corresponding to a unilateral impairment of an entire trigeminal nerve

---

**SEVERITY 4=5** Sensitivity impairment affecting an area greater than 50% of the

**20%** entire surface of the face.

---

\* THE 3 PRINCIPAL BRANCHES OF THE TRIGEMINAL NERVE ARE THE OPHTHALMIC, MAXILLARY, AND MANDIBULAR DIVISIONS.

## 7.2. SKIN SENSITIVITY OF NECK

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment

can

be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment, such as a sensitivity impairment affecting an area of skin under 2 cm <sup>2</sup> , are less than those resulting from the situation described in Severity 1.
--	---

---

<b>SEVERITY 1 1%</b>	Sensitivity impairment affecting an area of skin equal to approximately 2 cm <sup>2</sup> to 10 cm <sup>2</sup> .
--------------------------	---

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<b>SEVERITY 2 2%</b>	Sensitivity impairment affecting an area of skin equal to approximately 10 cm <sup>2</sup> to 25 cm <sup>2</sup> .
--------------------------	--

---

<b>SEVERITY 3 3%</b>	Sensitivity impairment affecting an area of skin equal to approximately 25 cm <sup>2</sup> or more up to 50% of the entire neck surface.
--------------------------	--

---

<b>SEVERITY 4 5%</b>	Sensitivity impairment affecting an area of skin greater than 50% of the entire neck surface.
--------------------------	---

---

### 7.3. SKIN SENSITIVITY OF TRUNK AND GENITAL ORGANS

#### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be

compared  
with those that would result from the situation with maximum impact among the  
following:

---

**UNDER THE** After-effects of the permanent impairment, such as a sensitivity  
**MINIMUM** impairment affecting an area of skin under 5 cm<sup>2</sup> on the trunk or  
**THRESHOLD** under 2 cm<sup>2</sup> on the breasts (only applies to women) or genital  
organs, are less than those resulting from the situations described  
in Severity 1.

---

Sensitivity impairment affecting an area of skin approximately equal  
to

**SEVERITY 1**

- 1%** 5 cm<sup>2</sup> to 25 cm<sup>2</sup> on the trunk, not including the breasts (only  
applies to women) and genital organs;
- or** 2 cm<sup>2</sup> to 5 cm<sup>2</sup> on the breasts (only applies to women) or genital  
organs.
- 

Sensitivity impairment affecting an area of skin approximately equal  
to

**SEVERITY 2**

- 2%** 25 cm<sup>2</sup> to 100 cm<sup>2</sup> on the trunk, not including the breasts (only  
applies to women) and genital organs;
- or** 5 cm<sup>2</sup> to 25 cm<sup>2</sup> on the breasts (only applies to women) or genital  
organs.
- 

Sensitivity impairment affecting an area of skin

**SEVERITY 3**

- 4%** approximately equal to 100 cm<sup>2</sup> or more up to 25% of the entire  
surface of the trunk, not including the breasts (only applies to  
women) and genital organs;

or greater than 25 cm<sup>2</sup> on the breasts (only applies to women) or genital organs.

---

**SEVERITY 4**      Sensitivity impairment affecting an area of skin approximately equal  
7%                  to 25% to 50% of the entire surface of the trunk.

---

**SEVERITY 5**      Sensitivity impairment affecting an area of skin greater than 50%  
of  
10%                  the entire surface of the trunk.

---

#### 7.4. SKIN SENSITIVITY OF RIGHT UPPER LIMB

#### 7.5. SKIN SENSITIVITY OF LEFT UPPER LIMB

#### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE MINIMUM THRESHOLD** After-effects of the permanent impairment, such as a sensitivity impairment affecting an area of skin under 5 cm<sup>2</sup> on the upper limb or under 1 cm<sup>2</sup> on the hand, are less than those resulting from the situations described in Severity 1.

---

Sensitivity impairment affecting an area of skin approximately equal

to

**SEVERITY 1**

**1%** 5 cm<sup>2</sup> to 25 cm<sup>2</sup> on the upper limb, not including the hand;

**or** 1 cm<sup>2</sup> to 5 cm<sup>2</sup> on the hand.

---

Sensitivity impairment affecting an area of skin approximately equal to

**SEVERITY 2**

**3%** 25 cm<sup>2</sup> or more up to 25% of the entire surface of the upper limb, not including the hand;

**or** 5 cm<sup>2</sup> or more up to 25% of the entire surface of the hand.

---

Sensitivity impairment affecting an area of skin approximately equal to

**SEVERITY 3**

**5%** 25% to 50% of the entire surface of the upper limb, not including the hand;

**or** 25% to 50% of the entire surface of the hand.

---

Sensitivity impairment affecting an area of skin

**SEVERITY 4**

**8%** greater than 50% of the entire surface of the upper limb, not including the hand;

**or** greater than 50% of the entire surface of the hand.

---

**SEVERITY 5** Sensitivity impairment affecting an area of skin greater than 50% of

**10%** the entire surface of the palm.

---

**7.6. SKIN SENSITIVITY OF RIGHT LOWER LIMB****7.7. SKIN SENSITIVITY OF LEFT LOWER LIMB****CATEGORIES OF SEVERITY**

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE MINIMUM THRESHOLD** After-effects of the permanent impairment, such as a sensitivity impairment affecting an area of skin under 5 cm<sup>2</sup> on the lower limb or under 2 cm<sup>2</sup> on the sole of the foot, are less than those resulting from the situations described in Severity 1.

---

Sensitivity impairment affecting an area of skin approximately equal to

**SEVERITY 1**

1% 5 cm<sup>2</sup> to 25 cm<sup>2</sup> on the lower limb, not including the sole of the foot;

or 2 cm<sup>2</sup> to 5 cm<sup>2</sup> on the sole of the foot.

---

Sensitivity impairment affecting an area of skin approximately equal to

**SEVERITY 2**

2% 25 cm<sup>2</sup> to 100 cm<sup>2</sup> on the lower limb, not including the sole of the foot;

---

**or** 5 cm<sup>2</sup> to 10 cm<sup>2</sup> on the sole of the foot.

---

Sensitivity impairment affecting an area of skin

**SEVERITY 3** greater than 100 cm<sup>2</sup> but less than 25% of the entire surface of the  
**4%** lower limb, not including the sole of the foot;

**or** greater than 10 cm<sup>2</sup> but less than 50% of the entire surface of the  
sole of the foot.

---

Sensitivity impairment affecting an area of skin approximately equal  
to

**SEVERITY 4**

**6%** 25% to 50% of the entire surface of the lower limb, not including  
the sole of the foot;

**or** 50% or more of the entire surface of the sole of the foot.

---

**SEVERITY 5** Sensitivity impairment affecting an area of skin greater than 50%  
of

**8%** the entire surface of a lower limb.

---

## 8. CLINICAL PICTURES OF BALANCE DISORDERS

Balance is the sensory function that enables a person to keep his or her body in a stable position when in motion or at rest and to maintain a steady gaze with respect to head movements. It is controlled by the central nervous system, which combines and processes the visual, vestibular, and proprioceptive information required for appropriate motor responses.

For financial assistance purposes, all impacts related to balance disorders are presented under this single functional unit.

## EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. Impacts on other functional units, such as locomotion impairments due to a balance disorder, are included in the categories of severity of this unit.

## CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment are less than those resulting from the situation described in Severity 1.
<b>SEVERITY 1 2%</b>	Regular but brief bouts of unsteadiness, dizziness, or vertigo that occur mainly during abrupt movements or changes of position but do not affect the ability to perform tasks of daily living.  Regular therapeutic measures that may cause side effects are justified.
<b>SEVERITY 2 5%</b>	Regular bouts of unsteadiness, dizziness, or vertigo that occur despite therapeutic measures, such as difficulty walking (sensation of drunkenness), feeling of insecurity on uneven ground, in a crowd, or in the dark.  The person can perform tasks of daily living but cannot take part in activities that could endanger his or her safety or that of others such as activities involving heights or ladders.

---

**SEVERITY 3**      Regular bouts of unsteadiness, dizziness, or vertigo that occur  
**15%**              despite therapeutic measures and whose severity makes it impossible  
                         to drive a car safely.

---

                         Regular bouts of unsteadiness, dizziness, or vertigo that occur  
                         despite therapeutic measures and whose severity makes the  
                         surveillance or assistance of another person necessary to perform

**SEVERITY 4**      many tasks of daily living.  
**30%**

The person is still capable of independently performing simple tasks  
of daily living such as doing household chores or taking care of  
personal hygiene.

---

                         Regular bouts of unsteadiness, dizziness, or vertigo that occur  
                         despite therapeutic measures and whose severity makes the  
                         surveillance or assistance of another person necessary to perform

**SEVERITY 5**      most tasks of daily living.  
**60%**

The person is still capable of taking care of personal hygiene.

---

                         Regular bouts of unsteadiness, dizziness, or vertigo that occur  
                         despite therapeutic measures and whose severity makes it impossible

**SEVERITY 6**      to stay upright.  
**100%**

The person is confined to bed or a wheelchair, either at home or in  
an institution.

---

## 9. PHONATION

Phonation refers to the ability of mechanically producing vocal sounds that can be heard and understood and whose rate and flow can be maintained.

## EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. The evaluation must take into account audibility, intelligibility, and flow quality.
  - Audibility: Intensity of the voice
  - Intelligibility: Quality of articulation and phonetic links
  - Flow: Maintenance of rate and rhythm
3. Language disorders related to a cognitive impairment must not be evaluated using the rules provided in this chapter but using the rules provided in the functional unit “Cognitive Aspect of Language”.

## CATEGORIES OF SEVERITY

---

Inconveniences experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD**      After-effects of the permanent impairment are less than those resulting from the situations described in Severity 1.

---

**SEVERITY 1**      Minor but perceptible impairment to audibility, intelligibility, or  
1%      flow;  
**or** Change in speech timbre.

---

Audibility: Voice intensity is diminished but is sufficient to allow normal conversation;

**SEVERITY 2** or Intelligibility: Some difficulties and inaccuracies but articulation

**5%** is adequate for understanding;

or Fluidity: Verbal flow is slow, hesitant, or interrupted but is adequate for normal conversation.

---

Audibility: Voice intensity quickly weakens. Close-up conversations are possible but difficult in noisy settings;

**SEVERITY 3** or Intelligibility: Family and friends understand, but strangers find it difficult to understand and often ask the person to repeat;

**10%**

or Fluidity: Verbal flow is slow and hesitant enough to limit continuous speech to short periods.

---

Audibility: Voice intensity is very weak, like whispering. Telephone conversations are impossible;

**SEVERITY 4** or Intelligibility: Articulation is limited to pronouncing short, familiar words;

**20%**

or Fluidity: Verbal flow is very slow and arduous. Isolated words and short sentences can be spoken but continuous speech cannot be maintained.

---

**SEVERITY 5** Absence or almost total absence of vocal function.

**30%**

Speech is inaudible or incomprehensible.

---

## 10. MIMIC

Mimic refers to the ability to produce facial expressions using neuromusculoskeletal structures.

## EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.

## CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment are less than those resulting from the situations described in Severity 1.
--	--

---

<b>SEVERITY 1</b>	Ability to produce facial expressions is slightly impaired such as with a partial and minor impairment to a branch of the facial nerve, or an equivalent impairment resulting from the loss of mimic muscle tissue;
1%	
	<b>or</b> Occasional involuntary movements, such as facial synkinesia.

---

<b>SEVERITY 2</b>	Ability to produce facial expressions is impaired over an area equal to approximately one-quarter of the face such with a total impairment to a frontal or mandibular branch of the facial nerve, or with an equivalent impairment resulting from the loss of mimic muscle tissue;
3%	
	<b>or</b> Frequent involuntary movements, such as facial synkinesia;

or Facial spasms.

---

**SEVERITY 3**  
**7%** Ability to produce facial expressions is impaired over an area equal to approximately one-half of the face such as with a total unilateral impairment to a facial nerve or a partial bilateral impairment of the facial nerves, or an equivalent impairment resulting from the loss of mimic muscle tissue.

---

**SEVERITY 4**  
**12%** Ability to produce facial expressions is impaired over an area equal to approximately three-quarters of the face such with a complete unilateral impairment to the facial nerve combined to a partial contra lateral impairment, or an equivalent impairment resulting from the loss of mimic muscle tissue.

---

**SEVERITY 5**  
**15%** The ability to produce facial expressions is nonexistent or virtually nonexistent.

---

## 11. ABILITY TO MOVE AND MAINTAIN POSITION OF HEAD

The synergistic actions of anterior flexion, extension, lateral flexion and rotation of the neck make it possible to move and maintain the head in a stable position while performing numerous daily activities.

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. The category of severity is determined by the situation with maximal impact, either the result of the overall weighted evaluation or any other situation described, including functional restrictions.
3. The overall weighted evaluation is performed in the event of a decrease of active mobilization.

a) The decrease in active mobilization is evaluated by measuring the maximum amplitudes of active movements obtained with optimal effort from the person being evaluated. The result must be consistent with the overall clinical evaluation. In the event of a discrepancy that cannot be explained with medically accepted knowledge, the passive movement measurement is used.

b) The normal limit of the amplitude of the movement is obtained by comparison with the equivalent contralateral movement, as required. When this cannot be done or when the contralateral movement is faulty, use conventional values generally accepted as normal for the age of the person.

c) For each movement, the importance of the loss is entered in the table. When, for a given movement, a result falls between 2 values, the closest value is used.

### OVERALL WEIGHTED EVALUATION

Active Mobilization of the Cervical Region						
	Anterior Flexion	Extension	Flexion to Left	Flexion to Right	Rotation to Left	Rotation to Right
Normal Limits (Normal $\pm$ a few degrees)	0	0	0	0	0	0
Loss of approximately 25%	2	2	1	1	4	4
Loss of approximately 50%	6	6	3	3	8	8

<b>Loss of approximately 75%</b>		10	10	5	5	20	20	
<b>Loss of 90% or more</b>		15	15	10	10	25	25	

**Total Overall Weighted Evaluation = \_\_\_\_\_ Points**

## CATEGORIES OF SEVERITY

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

**UNDER THE MINIMUM THRESHOLD** After-effects of the permanent impairment, such as the loss of a few degrees in the amplitude of movements without significant functional impact, are less than those resulting from the situation described in Severity 1.

**SEVERITY 1** The result of the overall evaluation of active mobilization capacity is between 1 and 10, indicating a slight difficulty with activities requiring moving and maintaining the position of the head.

The result of the overall evaluation of active mobilization capacity is between 11 and 20, indicating a moderate difficulty with activities requiring moving and maintaining the position of the head;

**SEVERITY 2**            **or** Regular and permanent inconveniences due to a medical necessity to avoid activities requiring  
**4%**

- Extended periods of immobilization of the head and neck;

or

- Repetitive or frequent efforts that place significant strain on the neck.

---

**SEVERITY 3**            The result of the overall evaluation of active mobilization capacity is between 21 and 40, indicating a significant difficulty with activities requiring moving and maintaining the position of the head;  
**8%**

**or** Regular and permanent inconveniences due to a medical necessity

- To avoid activities requiring repetitive or frequent efforts equivalent to handling loads of 5 to 10 kg.

---

**SEVERITY 4**            The result of the overall evaluation of active mobilization capacity  
**15%**                            is between 41 and 60, indicating a severe difficulty with activities  
   requiring moving and maintaining the position of the head.

---

**SEVERITY 5**            The result of the overall evaluation of active mobilization capacity is greater than 60.

30% Capacity to move or maintain the position of the head is nonexistent or virtually nonexistent.

---

## **12. ABILITY TO MOVE AND MAINTAIN POSITION OF TRUNK**

The synergistic actions of anterior flexion, extension, lateral flexion, and rotation of the dorsal, lumbar, and sacral regions make it possible to move and maintain the trunk in a stable position while performing numerous daily activities.

### **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. Impacts on the ability to move and maintain the position of the trunk resulting from paraplegia or quadriplegia must not be evaluated using the rules provided in this unit but using the rules provided in the functional unit "Clinical Pictures of Paraplegia and Quadriplegia."
3. The category of severity is determined by the situation with maximal impact, either the result of the overall weighted evaluation or any other situation described, including functional restrictions.
4. The overall weighted evaluation is performed in the event of a decrease of active mobilization.
  - a) The decrease in active mobilization is evaluated by measuring the maximum amplitudes of active movements obtained with optimal effort from the person being evaluated. The result must be consistent with the overall clinical evaluation. In the event of a discrepancy that cannot be explained with medically accepted knowledge, the passive movement measurement is used.
  - b) The normal limit of the amplitude of the movement is obtained by comparison with the equivalent contralateral movement, as required. When this cannot be done or when the contralateral movement is faulty, use conventional values generally accepted as normal for the age of the person.
  - c) For each movement, the importance of the loss is entered in the table. When, for a given movement, a result falls between 2 values, the closest value is used.

## OVERALL WEIGHTED EVALUATION

Active Mobilization of the Trunk						
	Anterior Flexion	Extension	Flexion to Left	Flexion to Right	Rotation to Left	Rotation to Right
Normal Limits* (Normal $\pm$ a few degrees)	0	0	0	0	0	0
Loss of approximately 25%	5	2	2	2	2	2
Loss of approximately 50%	10	5	5	5	5	5
Loss of approximately 75%	15	8	8	8	8	8
Loss of 90% or more	25	12	12	12	12	12
Total Overall Weighted Evaluation = _____ Points						

## CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE</b>	After-effects of the permanent impairment, such as the loss of a few
<b>MINIMUM</b>	degrees in the amplitude of movements without significant functional
<b>THRESHOLD</b>	impact, are less than those resulting from the situation described in Severity 1.

---

<b>SEVERITY 1</b>	The result of the overall evaluation of active mobilization capacity
<b>2%</b>	is between 1 and 10, indicating a slight difficulty with activities requiring moving and maintaining the position of the trunk.

---

The result of the overall evaluation of active mobilization capacity is between 11 and 20, indicating a moderate difficulty with activities requiring moving and maintaining the position of the trunk;

or Regular and permanent inconveniences due to a medical necessity to avoid activities requiring

### SEVERITY 2

<b>4%</b>	- Extended periods of immobilization of the trunk. Functional restrictions are sufficient to limit periods of uninterrupted driving to 1 or 2 hours;
-----------	--

or

- Repetitive or frequent efforts that place significant strain on the trunk.
- 

The result of the overall evaluation of active mobilization capacity is between 21 and 40, indicating a significant difficulty with activities requiring moving and maintaining the position of the trunk;

- or** Regular and permanent inconveniences due to a medical necessity to avoid activities requiring

**SEVERITY 3**

- 8%** - Extended periods of immobilization of the trunk. Functional restrictions are sufficient to limit periods of uninterrupted driving to less than one hour;

or

- Repetitive or frequent efforts equivalent to handling loads of 5 to 10 kg.
- 

The result of the overall evaluation of active mobilization capacity is between 41 and 60, indicating a severe difficulty with activities requiring moving and maintaining the 15% position of the trunk;

- SEVERITY 4** **or** Regular and permanent inconveniences due to a medical necessity to avoid activities requiring

**15%**

- Extended periods of immobilization of the trunk. Functional restrictions are sufficient to prevent or limit periods of uninterrupted driving to a few minutes.
- 

The result of the overall evaluation of active mobilization capacity is greater than 60.

**SEVERITY 5**

**30%**

Capacity to move or maintain the position of the trunk is nonexistent or virtually nonexistent.

---

### **13. ABILITY TO MOVE AND MAINTAIN POSITION OF UPPER LIMB**

The function of moving and maintaining the position of an upper limb, especially an hand\*, makes it possible to reach and move objects in the pericorporeal space. It also makes it possible to reach various parts of the body, notably for personal care and hygiene.

\* In the event of amputations, the distal extremity of the limb

This function is composed of two functional units.

#### **13.1. Ability to Move and Maintain Position of Right Upper Limb**

#### **13.2. Ability to Move and Maintain Position of Left Upper Limb**

### **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. Impacts on the ability to move and maintain the position of an upper limb resulting from quadriplegia must not be evaluated using the rules provided in this unit but using the rules provided in the functional unit “Clinical Pictures of Paraplegia and Quadriplegia.”
3. In the case of an amputation, “Manual Dexterity” must also be evaluated.
4. The dominant limb shall be the limb most frequently used for daily activities, notably for writing.
5. The category of severity is determined by the situation with maximal impact, either the result of the overall weighted evaluation or any other situation described, including functional restrictions.
6. The overall weighted evaluation is performed in the event of a decrease of active mobilization.
  - a) The decrease in active mobilization is evaluated by measuring the maximum amplitudes of active movements obtained with optimal effort from the person being evaluated. The result must be consistent with the overall clinical evaluation. In the event of a discrepancy that cannot

be explained with medically accepted knowledge, the passive movement measurement is used.

b) The normal limit of the amplitude of the movement is obtained by comparison with the equivalent contralateral movement. When this cannot be done or when the contralateral movement is faulty, use conventional values generally accepted as normal for the age of the person.

c) For each movement, the importance of the loss is entered in the table.

— When the measure of the loss of amplitude of movement falls between 2 values, the closest value is used.

— When an examination indicates a decrease in both amplitude of the movement and muscle strength, the highest score is used.

## OVERALL WEIGHTED EVALUATION

		Active Mobilization							
		Shoulder						Elbow	
		Anterior Elevation	Extension	Abduction	Adduction	Internal Rotation	External Rotation	Flexion	Extention
<b>Muscle strength within normal limits (5/5)</b>	Normal limits (Normal $\pm$ a few degrees)	0	0	0	0	0	0	0	0
	Loss of approximately 10%	1	0.5	1	0.5	1	0.5	1	1
	Loss of approximately 25%	4	1	4	1	2	0.5	9	5
	Loss of approximately 50%	10	2	10	2	4	2	20	10
	Loss of approximately 75%	15	3	15	3	5	3	30	26
	Loss of 90% or more	21	5	21	5	8	5	35	35
	Total ankylosis in normal position of function	44						30	
	Total ankylosis in faulty position	65						35	
<b>Muscle Weakness</b>	<b>Complete active movement against moderate resistance (4/5)</b>	4	1	4	1	2	0.5	9	5
	<b>Complete active movement against gravity (3/5)</b>	10	2	10	2	4	2	20	10
	<b>Complete active movement with gravity eliminated (2/5)</b>	15	3	15	3	5	3	30	26
	<b>Nonexistent active movement or limited to palpable contractions</b>	21	5	21	5	8	5	35	35
<b>Total of Overall Weighted Evaluation = _____ Points</b>									

**13.1. ABILITY TO MOVE AND MAINTAIN POSITION OF RIGHT UPPER LIMB****13.2. ABILITY TO MOVE AND MAINTAIN POSITION OF LEFT UPPER LIMB**

Non-dominant Limb: (ND)

Dominant Limb: (D)

**CATEGORIES OF SEVERITY**

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

**UNDER THE** After-effects of the permanent impairment, such as the loss of a few  
**MINIMUM** degrees in the amplitude of movements without significant functional  
**THRESHOLD** impact, are less than those resulting from the situation described in Severity 1.

**SEVERITY 1** The result of the overall evaluation of active mobilization capacity  
**ND 1%** is between 0.5 and 3, indicating a very slight difficulty with  
**D 1%** activities requiring moving and maintaining the position of the upper limb.

The result of the overall evaluation of active mobilization capacity is between 3.5 and 6, indicating a slight difficulty with activities requiring moving and maintaining the position of the upper limb;

**SEVERITY 2** or Regular and permanent inconveniences due to a medical necessity to  
**ND 2%** avoid activities requiring repetitive or frequent efforts  
**D 2.5%**

- That place significant strain on the upper limb;

or

- Requiring the moving of heavy objects.

---

The result of the overall evaluation of active mobilization capacity is between 6.5 and 16, indicating a moderate difficulty with activities requiring moving and maintaining the position of the upper limb;

**SEVERITY 3**

**ND 4%**

**D 5%**

or Regular and permanent inconveniences due to a medical necessity to avoid activities requiring repetitive or frequent efforts

- Equivalent to moving loads of approximately 5 to 10 kg.

---

**SEVERITY 4**  
capacity

The result of the overall evaluation of active mobilization

**ND 8%**

is between 16.5 and 36, indicating a significant difficulty with activities requiring moving and maintaining the position of the upper limb.

---

**D 10%**

**SEVERITY 5**  
capacity

The result of the overall evaluation of active mobilization

**ND 15%**

is between 36.5 and 59, indicating a very significant difficulty with activities requiring moving and maintaining the position of

the

upper limb.

---

**D 18%**

**SEVERITY 6**  
capacity

The result of the overall evaluation of active mobilization

**ND 20%**

is between 60 and 89, indicating a severe difficulty with

activities

**D 24%**

requiring moving and maintaining the position of the upper limb.

---

<b>SEVERITY 7</b>	Active mobilization capacity of the upper limb is nonexistent or virtually nonexistent.
<b>ND 24%</b>	
<b>D 30%</b>	The result of the overall evaluation of active mobilization capacity is 90 or more.

---

## **14. MANUAL DEXTERITY (prehension and manipulation)**

The manual dexterity function refers to the prehension, manipulation, and release of objects. Fine dexterity allows for the quick or precise manipulation of small objects with the fingers while gross dexterity allows for the manipulation of larger objects with the whole hand.

Manual dexterity is composed of 2 functional units:

### **14.1. Right Manual Dexterity**

### **14.2. Left Manual Dexterity**

## **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. Impacts on manual dexterity resulting from quadriplegia must not be evaluated using to the rules provided in this unit but using the rules provided in the functional unit "Clinical Pictures of Paraplegia and Quadriplegia."
3. Impacts resulting from an impairment to skin sensitivity of a hand must also be evaluated using the rules provided in the functional unit "Skin Sensitivity of Upper Limb."
4. The dominant limb shall be the limb most frequently used for daily activities, notably for writing.
5. The category of severity is determined by the situation with maximal impact, either the result of the overall weighted evaluation or any other situation described, including functional restrictions.

6. The overall weighted evaluation is performed in the event of a decrease of active mobilization.

1° The decrease in active mobilization is evaluated by measuring the maximum amplitudes of active movements obtained with optimal effort from the person being evaluated. The result must be consistent with the overall clinical evaluation. In the event of a discrepancy that cannot be explained with medically accepted knowledge, the passive movement measurement is used.

2° The normal limit of the amplitude of the movement is obtained by comparison with the equivalent contra lateral movement. When this cannot be done or when the contra lateral movement is faulty, use conventional values generally accepted as normal for the age of the person.

3° For each movement, the importance of the loss is entered in the tables provided.

4° The result of the overall weighted evaluation is the sum of the scores obtained in Tables A, B and C.

Table A: Fine and Power Grasp

Table B: Manipulation: Contribution of the Fingers

Table C: Manipulation: Contribution of the Wrist and Elbow/Forearm

— In Table C, when the result falls between 2 values, the closest value is used.

— In Tables B and C, when the examination indicates a decrease in both amplitude of the movement and muscle strength, the highest score is used.

**TABLE A**  
**FINE AND POWER GRASP**

The quality of the grasp is evaluated on the basis of precision, strength, and speed of execution in grasping, holding, and releasing objects.

→ → <b>Slight difficulty</b>	The quality of the grasp is slightly diminished but grasping remains possible and efficient without compensation by other parts of the hand.
→ → <b>Difficult, but remains efficient</b>	The quality of the grasp is diminished but grasping remains possible and efficient with synergistic compensation by other parts of the hand.
→ → <b>Difficult, not very efficient</b>	Despite synergistic compensation by other parts of the hand, the quality of the grasp is significantly diminished. However, the grasp retains a certain usefulness.
→ → <b>Inefficient or impossible</b>	Despite synergistic compensation by other parts of the hand, grasping is inefficient or impossible with this hand.

		Within Normal Limits	Slight Difficulty	Difficult		Inefficient or Impossible
				Remains Efficient	Not Very Efficient	
<b>Fine Grasp</b>	<b>Bipulpar / Ungual</b> (sheet of paper / paper clip)	0	1	3	12	20
	<b>Tridigital</b> (pen)	0	1	3	12	20
	<b>Pollici-latérodigitale</b> (key)	0	1	3	12	20
<b>Power Grasp</b>	<b>Hook</b> (pail, briefcase)	0	1	3	12	20
	<b>Cylindrical / Spherical</b> (hammer / ball, bottle)	0	1	3	12	20
	<b>Directional</b> (screwdriver)	0	1	3	12	20

**Total of Table A = \_\_\_\_\_ Points**

**TABLE B**  
**MANIPULATION: CONTRIBUTION OF FINGERS**

		Active Mobilization														
		Thumb*			Index Finger*			Middle Finger*			Ring Finger*			Little Finger*		
Loss of Amplitude of Movements	Muscle Strength (4 or 5/5)	IP	MP	CM	DIP	PIP	MP	DIP	PIP	MP	DIP	PIP	MP	DIP	PIP	MP
		Normal limits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Decrease in amplitude of movement, functional position maintained	6	6	6	1.5	1.5	0.75	2	2	1	1	1	0.5	1.5	1.5	0.75
	Total ankylosis in functional position	12	10	10	4	4	2	6	6	3	3	3	1.5	4	4	2
	Total ankylosis in incomplete or faulty position	20	12	12	8	4	3	10	6	4	5	3	2	8	4	3
	Amputation	20	12	12										8	4	3
					8	4	3	10	6	4	5	3	2			
	Muscle Weakness (3/5 or less)	20	12	12	8	4	3	10	6	4	5	3	2	8	4	3
		<b>Total of Table B = _____ Points</b>														

\* IP: Interphalagial  
 PIP: Proximal Interphalagial  
 DIP: Distal Interphalagial  
 MP: Metacarpo-phalagial  
 CM: Carpo-metacarpal

TABLE C

## MANIPULATION: CONTRIBUTION OF WRIST AND ELBOW/FOREARM

		Active Mobilization					
		Wrist				Elbow / Forearm	
Muscle strength within normal limits (5/5)		Flexion	Extension	Radial Deviation	Ulnar Deviation	Pronation	Supination
Loss of Amplitude of Movements	Normal limits (Normal $\pm$ a few degrees)	0	0	0	0	0	0
	Loss of approximately 10%	2	2	0.5	0.5	2	2
	Loss of approximately 25%	5	5	1	2	3	3
	Loss of approximately 50%	10	10	3	4	8	8
	Loss of approximately 75%	15	18	5	5	15	15
	Loss of 90% or more	18	20	6	6	18	18
	Total ankylosis in functional position	50				36	
	Total ankylosis in faulty position	60				40	
Muscle Weakness	Complete active movement against moderate resistance (4/5)	5	5	1	2	3	3
	Complete active movement against gravity (3/5)	10	10	3	4	8	8
	Complete active movement with gravity removed (2/5)	15	18	5	5	15	15
	Nonexistent active movement or movement limited to palpable contractions	18	20	6	6	18	18

Total of Table C = \_\_\_\_\_ Points

**14.1. RIGHT MANUAL DEXTERITY****14.2. LEFT MANUAL DEXTERITY**

Non-dominant Limb: (ND)

Dominant Limb: (D)

**CATEGORIES OF SEVERITY**

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

**UNDER THE** After-effects of the permanent impairment, such as the loss of a few  
**MINIMUM** degrees in the amplitude of movements without significant functional  
**THRESHOLD** impact, are less than those resulting from the situation described in Severity 1.

**SEVERITY 1** The result of the overall evaluation of active mobilization capacity is between 0.5 and 6.5, indicating a very slight difficulty for activities requiring manual dexterity;

**ND 1%**

**D 1%** or Regular and permanent inconveniences due to the medical necessity to avoid exposure to cold such as with a vascular impairment like a Raynaud's phenomenon.

**SEVERITY 2** The result of the overall evaluation of active mobilization capacity is between 7 and 14.5, indicating a slight difficulty for

**ND 2%**

activities

**D 2.5%** requiring manual dexterity.

---

**SEVERITY 3** The result of the overall evaluation of active mobilization capacity is between 15 and 29.5, indicating a moderate difficulty for activities requiring manual dexterity;

**ND 4%**

**D 6%**

or Clumsiness such as trembling or dysmetria that nevertheless allows the person to use the hand for personal care.

---

**SEVERITY 4** The result of the overall evaluation of active mobilization capacity

**ND 6%** is between 30 and 49.5, indicating a significant difficulty for activities requiring manual dexterity.

**D 8%**

---

**SEVERITY 5** The result of the overall evaluation of active mobilization capacity

**ND 12%** is between 50 and 79.5, indicating a very significant difficulty for

**D 15%** activities requiring manual dexterity.

---

**SEVERITY 6** The result of the overall evaluation of active mobilization capacity

**ND 18%** is between 80 and 129.5, indicating a severe difficulty for activities requiring manual dexterity.

**D 22%**

---

**SEVERITY 7** The result of the overall evaluation of active mobilization capacity

**ND 28%** is between 130 and 199.5, indicating a very severe difficulty for activities requiring manual dexterity. Manual dexterity is limited to a minimum of useful activities.

**N 35%**

---

<b>SEVERITY 8</b>	The result of the overall evaluation of active mobilization capacity
<b>ND 40%</b>	is 200 or more. Manual dexterity is nonexistent or virtually
<b>D 50%</b>	nonexistent. No useful or effective action possible.

---

## 15. LOCOMOTION

Locomotion is the capacity to move from place to place. It also allows people to adopt and change body positions. Locomotion is the result of the functional synergy between the two lower limbs, the pelvis, and the trunk.

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. Impacts on locomotion resulting from paraplegia, quadriplegia, or balance disorders must not be evaluated using the rules provided in this unit but using the rules provided in the functional units "Clinical Pictures of Paraplegia and Quadriplegia" or "Clinical Pictures of Balance Disorders."
3. The term "efficiency" used in the categories of severity refers to the time it takes to perform the activity and the quality of the result.

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM</b>	After-effects of the permanent impairment, such as less than 1 cm difference in leg length or the loss of a few degrees of active
--------------------------	---

**THRESHOLD** mobilization with no significant functional impact, are less than those resulting from the situations described in Severity 1.

---

Locomotion capacity is slightly reduced.

**Limitations:** Walking at an ordinary pace, walking at a brisk pace, running, and performing complex movements are affected but remain efficient<sup>(1)</sup>, notably by changing certain normal movements.

decrease  
For example, slight functional impact resulting from joint instability, patello-femoral syndrome, or a decrease in the amplitude of one or more hip, knee, or ankle movements.

**SEVERITY 1**  
2%

<sup>(1)</sup> **Efficient:** The time it takes to perform the activity and the quality of the result remain within normal limits.

**Restrictions:** The extent compares to such restrictions as those imposed by the need to wear

- A lift or corrective shoe insert to compensate for differences in leg lengths of 1 cm to 3.5 cm;
- A custom-fitted shoe to compensate for a disfigurement of the foot;
- Support stockings to satisfactorily control of circulatory disorders.

---

Locomotion capacity is moderately reduced.

**Limitations:** Walking occurs with a limp, despite the use of a technical aid like a corrective shoe insert,

- or** Walking at a brisk pace or running is less efficient but remains possible;
- or** Negotiating changes in ground level, stairs, and uneven ground is less efficient<sup>(1)</sup>, but remains possible,
- or** Uninterrupted walking is limited to approximately 300 m to 500 m due to intermittent claudication;
- or** Complex movements like kneeling and crouching are less efficient but remain possible, notably by performing them more slowly and making changes to normal movements.

(1) **Less efficient:** Activity remains possible but takes more time to be performed OR the quality of the result is diminished.

**SEVERITY 2**

6%

**Restrictions:** The extent compares to such restrictions as those imposed by the need

- To wear a lift or corrective shoe insert to compensate for differences in leg lengths exceeding 3.5 cm;
- To wear a prosthesis or custom-fitted shoe because of the amputation of the 1st toe;
- To wear hinged knee brace, which is medically justified by symptomatic instability of the knee and necessary for performing demanding activities such as certain sports;
- To undergo medical or surgical treatments due to frequent, episodic exacerbations such as osteomyelitis relapses;

- To reduce locomotion activities due to circulatory problems that are poorly controlled despite therapeutic measures like with some cases of post-phlebitis syndrome.
- 

Locomotion capacity is significantly reduced.

**Limitations:** Walking at brisk pace or running is only possible over very short distances such as with an arthrodesis of one ankle;

**or** Negotiating changes in ground level, stairs, and uneven ground is only possible over very short distances;

**or** Uninterrupted walking is limited to approximately 120 m to 300 m due to intermittent claudication;

**SEVERITY 3**  
**12%**

**or** Complex movements like kneeling and crouching are inefficient or impossible.

**Restrictions:** The extent compares to such restrictions as those imposed by the need to wear

- A tibial-pedal prosthesis in the case of a neurological impairment with drop foot for example;
  - A hinged knee brace, which is medically justified by symptomatic instability of the knee and permanently necessary for performing all activities;
  - A prosthesis or custom-fitted shoe because of an amputation at the median point of a foot.
- 

Locomotion capacity is very significantly reduced.



---

<b>SEVERITY 6</b> 45%	<b>Restrictions:</b> The extent compares to such restrictions as those imposed by the need to wear  - A prosthesis due to a disarticulation of a knee, an amputation of a limb at the thigh level, or an amputation below the knee not permitting the wearing of a prosthesis with patellar support;  - Prosthesis with patellar support due to amputation below the knee of both limbs.
--------------------------	--

---

Locomotion capacity is nonexistent or almost nonexistent.

<b>SEVERITY 7</b> 60%	<b>Limitations:</b> Moving about requires the use of a wheelchair.  <b>Restrictions:</b> The extent compares to such restrictions as those imposed by the need to wear  - Prosthesis due to amputation at the thigh of both limbs.
--------------------------	--

---

## 16. PROTECTION PROVIDED BY THE SKULL

The protection provided by the skull helps maintain the integrity of the brain.

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. The evaluation must take into consideration the extent of any inconvenience resulting from preventive restrictions made necessary by a permanent, unreparable loss of continuity of the skull.

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE MINIMUM THRESHOLD** After-effects of the permanent impairment, such as burr holes, are less than those resulting from the situation described in Severity 1.

---

**SEVERITY 1** Preventive restrictions made necessary by a permanent loss of continuity of the skull such as an unrepaired section affecting an area equal to or greater than 3 cm<sup>2</sup>.

---

## 17. PROTECTION PROVIDED BY THE RIB CAGE AND ABDOMINAL WALL

The protection provided by the rib cage and abdominal wall helps maintain the integrity of the contents of the thorax and abdomen.

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. When the presence of hernia is noted, it may be incisional, inguinal, femoral, umbilical or epigastric.
3. Impacts on digestive or respiratory functions must not be evaluated using the rules provided in this chapter but using the rules provided in the functional units that specifically deal with the observed impacts.

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD** After-effects of the permanent impairment, such as a faulty consolidation of a rib or ribs with no functional impact or a repaired nonrecurrent hernia, are less than those resulting from the situations described in Severity 1.

---

Inconveniences resulting from the medical necessity of functional restrictions or treatments required by

**SEVERITY 1**  
1%

- Defects in the abdominal wall such as a recurrent or surgically unrepairable readily reducible single hernia;

or

- A limited but surgically unrepairable defect in the rib cage such as exeresis, pseudoarthrosis, or abnormal consolidation of one rib.

---

Inconveniences resulting from the medical necessity of functional restrictions or treatments required by

**SEVERITY 2**  
2%

- Defects in the abdominal wall such as recurrent or surgically unrepairable readily reducible hernias;

or

- A significant, surgically unrepairable defect in the rib cage such

as exeresis, pseudoarthrosis, or abnormal consolidation of several ribs.

---

**SEVERITY 3**  
5%

Inconveniences resulting from the medical necessity of functional restrictions or treatments required by

- Defects in the abdominal wall such as recurrent or surgically unrepairable hard to reduce hernia(s).
- 

**SEVERITY 4**  
7%

Inconveniences resulting from the medical necessity of functional restrictions or treatments required by

- Defects in the abdominal wall such as recurrent or surgically unrepairable non reducible hernias.
- 

## **18. NASOPHARYNGEAL RESPIRATION**

Nasopharyngeal respiration, which is provided by the nose, sinuses, and pharynx, allows the passage, filtration, moistening, and heating of air.

### **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.

### **CATEGORIES OF SEVERITY**

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD** After-effects of the permanent impairment are less than those  
resulting from the situations described in Severity 1.

---

Partial unilateral decrease in nasal air flow;  
**SEVERITY 1**  
1% or Local, unilateral irritant phenomena that may result, for example,  
from a perforation of the nasal septum or damage to the mucosa.

---

Total unilateral or partial bilateral decrease in nasal air flow;  
**SEVERITY 2** or Local, bilateral irritant phenomena that may result, for example,  
2% from a perforation of the nasal septum or damage to the mucosa;  
or Need for medical treatments or follow-ups due to chronic,  
persistent  
sinus infections.

---

**SEVERITY 3** Total bilateral nasal obstruction permanently requiring breathing  
5% through the mouth.

---

## 19. DIGESTIVE FUNCTIONS

Digestive functions enable people to use food to produce energy, to grow, and to keep their bodies functioning.

Digestive functions are composed of 4 functional units.

### 19.1. Ingestion (chewing and swallowing including prehension and salivation)

### 19.2. Digestion and Absorption

### 19.3. Excretion

## 19.4. Hepatic and Biliary Functions

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. Impacts on digestive functions resulting from paraplegia or quadriplegia must not be evaluated using the rules provided in this chapter but using the rules provided in the functional unit "Clinical Pictures of Paraplegia and Quadriplegia."
3. The table below specifies the relative degree of the terms used in the descriptions of the categories of severity describing the impairments of the hepatic and biliary functions as "slight", "moderate", or "severe". Depending on the circumstances, the evaluation of the functional impairment may be documented by any other appropriate specific examination.

Specific Evaluation Impairment Criteria	"Slight" Impairment	"Moderate" Impairment	"Severe"
<b>Bilirubin</b>	0 - 35	> 35 - 100	> 100
<b>Albumin</b>	> 35	25 - 35	< 25
<b>Ascites</b>	-	Medically controlled	Uncontrolled
<b>Neurological Signs</b>	-	Controlled or intermittent	Poorly controlled, severe

<b>Nutritional Status</b>	Excellent	Good	Poor
<b>INR*</b>	Normal	> 1.5 - 2.5	> 2.5

\* INTERNATIONAL NORMALIZED RATIO

## 19.1. INGESTION: Chewing and Swallowing Including Prehension and Salivation

### CATEGORIES OF SEVERITY

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

**UNDER THE MINIMUM THRESHOLD** After-effects of the permanent impairment, such as dental impairment or slight malocclusion with no impact on chewing, are less than those resulting from the situations described in Severity 1.

Loss of one or more teeth with the possibility of correction using a fixed prosthesis or implants;

or Unreparable dental impairment sufficient to affect chewing;

**SEVERITY 1** or Area(s) of altered sensitivity sufficient to affect chewing;

1%

or Hyposalivation or hypersalivation sufficient to affect chewing or

swallowing;

**or** Limitations to mouth opening, which nonetheless remains equal to or greater than 35 mm.

---

Loss of teeth with the possibility of correction using a removable prosthesis (including any related inconveniences), but not technically correctable with a fixed prosthesis or implants;

**or** Slight temporo-mandibular dysfunction sufficient to affect chewing;

**SEVERITY 2**

**2%** **or** Malocclusion sufficient to affect chewing;

**or** Limitations to mouth opening, which nonetheless remains equal to or greater than 30 mm;

**or** Mild salivary incontinence.

---

Total edentation of one maxilla with the possibility of correction using a removable prosthesis (including any related inconveniences), but not technically correctable with implants;

**or** Moderate to severe temporo-mandibular dysfunction;

**SEVERITY 3**

**5%** **or** Limitations to mouth opening, which nonetheless remains equal to or greater than 20 mm;

**or** Moderate to severe salivary incontinence;

**or** Medical necessity on a regular and permanent basis to follow a restrictive diet combined with medical treatments.

---

Total edentation of both maxillae with the possibility of correction using removable prostheses (including any related inconveniences),

but not technically correctable with implants;

**SEVERITY 4** or Limitations to mouth opening, which nonetheless remains equal to  
or

**10%** greater than 10 mm;

or Salivary and alimentary incontinence;

or Sufficient discomfort when chewing or swallowing to justify a soft diet (purees) on a permanent basis.

---

Total edentation of both maxillae, technically not correctable;

or Limitations to mouth opening, which is less than 10 mm;

**SEVERITY 5** or Sufficient discomfort on chewing or swallowing to justify a liquid  
diet on a permanent basis;

**25%**

or Necessity for artificial feeding on an intermittent basis combined with ongoing medical treatments or occasional surgical treatments;

or Medical necessity to perform serial dilations on a regular basis, which may cause severe functional discomfort.

---

**SEVERITY 6** The function is nonexistent or virtually nonexistent, making  
**40%** artificial feeding necessary on a permanent basis.

---

## 19.2. DIGESTION AND ABSORPTION

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental

suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD**      After-effects of the permanent impairment are less than those resulting from the situation described in Severity 1.

---

**SEVERITY 1**      Medical necessity on a regular and permanent basis to take  
**2%**                    medication to facilitate digestion or absorption, including possible side effects.

---

**SEVERITY 2**      Medical necessity on a regular and permanent basis to follow a  
**5%**                    restrictive diet combined with medical treatments.

---

**SEVERITY 3**      Sufficient functional discomfort to affect nutritional status. The  
**10%**                    impairment is confirmed by clinical and laboratory testing and is associated with permanent weight loss of approximately 10% in comparison with prior weight or, according to circumstances, with the recommended weight for the age, sex, and body type;

**or** Medical necessity to undergo treatments due to episodic exacerbations such as one or 2 episodes a year of recurrent chronic pancreatitis.

---

Sufficient functional discomfort to affect nutritional status. The impairment is confirmed by clinical and laboratory testing and is associated with permanent weight loss of 15 20% to in comparison with prior weight or, according to circumstances, with the recommended weight for the age, sex, and body type;

**SEVERITY 4**

- 25%**      **or** Medical necessity to undergo treatments due to frequent exacerbations such as 3 episodes or more a year of recurrent chronic pancreatitis;
- or** Medical necessity for intermittent artificial feeding combined with ongoing medical treatments and/or occasional surgical treatments.
- 

- Sufficient functional discomfort to affect nutritional status. The impairment is confirmed by clinical and laboratory testing and is associated with permanent weight loss of 25% or more in comparison with prior weight or, according to circumstances, with the recommended weight for the age, sex, and body type;
- SEVERITY 5**  
**40%**
- or** Medical necessity on a permanent basis for artificial feeding combined with ongoing medical treatments and/or occasional surgical treatments.
- 

- SEVERITY 6**  
**50%**      The function is nonexistent or virtually nonexistent, making intravenous feeding necessary on a permanent basis.
- 

### 19.3. EXCRETION

#### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD** After-effects of the permanent impairment, such as the presence of non urgent diarrhea, are less than those resulting from the situation described in Severity 1.

---

**SEVERITY 1** Urgent diarrhea on a regular and permanent basis with an average frequency of approximately 1 to 2 times a day;  
**2%**

**or** Medical necessity on a regular and permanent basis to take medication to facilitate excretion, including possible side effects.

---

**SEVERITY 2** Urgent diarrhea on a regular and permanent basis with an average frequency of approximately 3 to 5 times a day;  
**5%**

**or** Manifestations of fecal incontinence (soiling) that justify the constant wearing of protection.

---

**SEVERITY 3** Urgent diarrhea on a regular and permanent basis with an average frequency over 5 times a day;  
**10%**

**or** Fecal incontinence of formed stools with an average frequency of 5 times or less a week.

---

**SEVERITY 4** Total fecal incontinence;  
**35%**

**or** Need for a permanent colostomy.

---

**SEVERITY 5** Need for a permanent ileostomy.  
**40%**

---

## 19.4. HEPATIC AND BILIARY FUNCTIONS

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment, such as the presence of biochemical anomalies that have no clinical impact and require no special medical follow-up, are less than those resulting from the situation described in Severity 1.
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<b>SEVERITY 1 2%</b>	Medical necessity on a regular and permanent basis to take medication to facilitate hepatic and biliary functions, including possible side effects.
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<b>SEVERITY 2 5%</b>	"Slight" functional impairment according to specific evaluation criteria.
--------------------------	---

---

<b>SEVERITY 3 10%</b>	<p>Sufficient functional discomfort to affect nutritional status. The impairment is confirmed by clinical and laboratory evaluations and is associated with permanent weight loss of approximately 10% in comparison with prior weight or, according to circumstances, with the recommended weight for the age, sex, and body type;</p> <p><b>or</b> Medical necessity to undergo treatments due to episodic exacerbations like recurrent cholangitis;</p> <p><b>or</b> Medical necessity on a permanent basis for serial dilations due to an impairment to the biliary tree.</p>
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“Moderate” functional impairment according to specific evaluation criteria;

**SEVERITY 4**      **or** Sufficient functional discomfort to affect nutritional status. The impairment is confirmed 4 by clinical and laboratory testing and is

**25%**              associated with permanent weight loss of 15 to 20% in comparison with prior weight or, according to circumstances, with the recommended weight for the age, sex, and body type;

**or** Medical necessity to install an endoprosthesis with regular changes due to an impairment of the biliary tree.

---

“Severe” functional impairment according to specific evaluation criteria;

**SEVERITY 5**      **or** Sufficient functional discomfort to affect nutritional status. The impairment is confirmed by clinical and laboratory testing and is associated with permanent weight loss of 25% or more in comparison with prior weight or, according to circumstances, with the recommended weight for the age, sex, and body type;

**40%**

**or** Medical necessity for long-term percutaneous drainage.

---

## 20. CARDIO-RESPIRATORY FUNCTION

The cardiac and respiratory functions act together to oxygenate the blood and eliminate carbon dioxide so that people can produce energy and keep their bodies functioning.

The cardiac and respiratory functions are grouped under one functional unit.

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.

2. Impacts on cardio-respiratory function resulting from quadriplegia must not be evaluated using the rules provided in this chapter but using the rules provided in the functional unit “Clinical Pictures of Paraplegia and Quadriplegia.”

3. Impacts on other functional units resulting from an impairment of the cardio-respiratory function must not be evaluated using the rules provided in this chapter but using the rules provided in the functional units that specifically deal with the observed impacts.

4. Endurance is the specific preferred criterion for overall evaluation of the cardio-respiratory function. Evaluations must be performed under optimal conditions, i.e., with maximum therapy. Depending on the circumstances, the impairment must be confirmed using one or more of the following tests:

#### **A) Evaluation of the cardiac function**

- Electrocardiogram with Holter if necessary
- Stress test
- Echocardiogram
- Any other specific examination appropriate to the circumstances

#### **B) Evaluation of the respiratory function**

The table below specifies the relative degree of the terms used in the descriptions of the categories of severity describing the impairments of the respiratory function as “moderate” “significant” or “severe.” Depending on the circumstances, the evaluation of the functional impairment may be documented by any other appropriate specific examination.

The VO<sub>2</sub>MAX measurement is the predominant criterion for evaluating the extent of functional loss. When the actual loss is clinically greater, the evaluation may be documented using the other parameters indicated in the table as well as any other specific examination such as radiological examinations or measurements of other pulmonary volumes by plethysmography.

---

<b>Parameter</b>	<b>Normal Limits</b>	<b>Moderate Impairment</b>	<b>Signifiant Impairment</b>	<b>Severe Impairment</b>
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<b>VO<sub>2</sub>MAX</b>	> 25 ml / (kg x min)	20 to 25 ml / (kg x min)	15 to 19 ml / (kg x min)	< 15 ml / (kg x min)
<b>FVC / predicted</b>	≥ 80%	60% to 79%	51% to 59%	≤ 50%
<b>DLC / predicted</b>	≥ 70%	60% to 69%	41% to 59%	≤ 40%

## CATEGORIES OF SEVERITY

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

<b>UNDER THE MINIMUM THRESHOLD</b>	After-effects of the permanent impairment are less than those resulting from the situations described in Severity 1.
--	--

Slight functional discomfort. However, endurance remains normal or almost normal.

**Respiratory:** Difficulty breathing due to partial pulmonary exeresis,  
or a parietal, diaphragm, or pleural impairment.

**SEVERITY 1**  
2%

Note: For a more significant functional impact, the category of severity is determined by respiratory function tests.



**Respiratory:** Inconveniences related to the presence of a permanent tracheotomy.

**SEVERITY 4**  
**20%**

**Cardiac:** Functional impairment documented by a positive maximum stress test at 5 met;

**or** Functional impairment documented by an ejection fraction of 30% to 39%.

---

Limited endurance capacity. Performing normal daily physical activities causes excessive fatigue, palpitations, dyspnea, or angina. The person remains comfortable at rest.

**Respiratory:** Abnormal and permanent dyspnea requiring stopping (after approximately 100 m) when walking at a normal pace on flat ground;

**SEVERITY 5**

**30%**

**or** "Significant" impairment of the respiratory function documented by respiratory function tests.

**Cardiac:** Functional impairment documented by a positive maximum stress test at 4 mets;

**or** Functional impairment documented by an ejection fraction of 25% to 29%.

---

**Respiratory:** Abnormal and permanent dyspnea that occurs while performing daily activities that require little effort such as walking at a slow pace on flat ground;

**SEVERITY 6**  
**60%**

**or** "Severe" impairment of the respiratory function documented by respiratory function tests.

**Cardiac:** Functional impairment documented by a positive maximum stress test at 2 or 3 mets;

**or** Functional impairment documented by an ejection fraction of 20% to 24%.

---

Very limited endurance capacity. All physical activity causes an increase in clinical signs. The person is uncomfortable performing the least physical activity and is uncomfortable even at rest.

**SEVERITY 7**      **Respiratory:** Abnormal and permanent dyspnea with the least effort;  
85%

**or** Need for permanent oxygen therapy (15-18 hours/day).

**Cardiac:** Functional impairment documented by a positive maximum stress test at less than 2 mets;

**or** Functional impairment documented by an ejection fraction of less than 20%.

---

**SEVERITY 8**      Absence of spontaneous respiration and dependence on a respirator.  
100%

---

## 21. URINARY FUNCTIONS

The functions of the urinary tract is to eliminate metabolic waste from the body and control the concentrations of the various components of the blood and other body fluids.

Urinary functions are composed of 2 functional units.

### 21.1. Renal Function

### 21.2. Micturition

## EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.

2. Impacts on urinary functions resulting from paraplegia or quadriplegia must not be evaluated using the rules provided in this chapter but using the rules provided in the functional unit “Clinical Pictures of Paraplegia and Quadriplegia.”

3. Impacts on other functional units resulting from complications due to high blood pressure must not be evaluated using the rules provided in this chapter but using the rules provided in the functional units that specifically deal with the observed impacts.

4. The measurement of creatinine clearance is the main criterion for documenting an impairment to the renal function. Depending on the circumstances, the evaluation of the functional impairment may be documented by any other appropriate specific examination such as renal scanning.

## 21.1. RENAL FUNCTION

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE** After-effects of the permanent impairment, such as biochemical or **MINIMUM** hematological anomalies with no significant clinical impacts, are **THRESHOLD** less than those resulting from the situation described in  
Severity 1.

---

**SEVERITY 1**  
**2%** Inconveniences related to the need on a regular and permanent basis to take medication due to high blood pressure, including possible side effects. Blood pressure is maintained at 160/90 or less with the treatment.

---

Persistent high blood pressure, minima between 90 and 120, despite taking medication on a regular and permanent basis;

or Renal function diminished but remaining greater than 75% of normal;

**SEVERITY 2**

5% or Occasional exacerbations caused by high urinary tract infections (2 to 3 per year) despite treatments and medical follow-up;

or Preventive restrictions due to the relative risk represented by the shutdown or the loss of a kidney.

---

Persistent high blood pressure, minima greater than 120, despite taking medication on a regular and permanent basis;

or Renal function diminished but remaining between 50% and 75% of normal;

**SEVERITY 3**

15% or Frequent exacerbations caused by high urinary tract infections (6 to 12 per year) despite treatments and medical follow-up (such as with chronic pyelonephritis);

or Need for immunosuppressive treatments, including side effects, in the case of a kidney transplant.

---

**SEVERITY 4** Renal function diminished with clinical manifestations and a change

30% in general health. Retained renal function is less than 50% of normal.

---

**SEVERITY 5** Renal function diminished with clinical manifestations and a change in general health. Retained renal function is less than 25% of

50% normal;

or Need for dialysis on a permanent basis.

---

Renal function diminished with a severe change in general health





**22.1. Genital Sexual Activity****22.2. Procreation (this also refers to the ability to give birth)****22.3. Termination of Pregnancy****EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. Impacts on genito-sexual functions resulting from paraplegia or quadriplegia must not be evaluated using the rules provided in this chapter but using the rules provided in the functional unit "Clinical Pictures of Paraplegia and Quadriplegia."

**22.1. GENITAL SEXUAL ACTIVITY****CATEGORIES OF SEVERITY**


---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD**

---

After-effects of the permanent impairment are less than those resulting from the situation described in Severity 1.

---

**SEVERITY 1**  
attenuated

**1%**

Trouble performing genital sexual activities that may be attenuated by minor palliative measures such as the use of a lubricant.

---

**SEVERITY 2**

**5%**

Clinical manifestations such as pain in women during sexual intercourse (dyspareunia) that make genital sexual activities more difficult;

with **or** Erectile dysfunction. Genital sexual activities remain possible  
 oral medication or measures such as intracavernous injections,  
 intraurethral suppositories, or vacuum pumps.

---

**SEVERITY 3**      Need for a genital prosthesis in order to perform genital sexual  
**10%**              activities.

---

**SEVERITY 4**      Genital sexual activities are impossible despite all treatment  
**25%**              measures.

---

## 22.2. PROCREATION

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
 MINIMUM  
 THRESHOLD**      After-effects of the permanent impairment are less than those  
 resulting from the situation described in Severity 1.

---

**SEVERITY 1**      Inconveniences related to the relative risk represented by the loss  
**2%**              of a testicle or an ovary.

Note: financial assistance is only awarded if procreation was

possible at  
the time of the criminal offence.

---

Ovulation difficult but possible with a specific medication such as a fertility drug;

**or** Woman's procreation function affected, but fertilization is still possible with a specialized medical procedure such as artificial insemination or in vitro fertilization;

**SEVERITY 2** **or** Man's procreation function affected (e.g., retrograde ejaculation)

**5%** but fertilization is still possible with a specialized medical procedure;

**or** Inconveniences related to the need for a cesarean section to give birth.

Note: This situation can only be accepted once, i.e., following the first birth.

---

**SEVERITY 3** Procreation is impossible despite all treatment measures.  
**25%**

---

## 22.3. TERMINATION OF PREGNANCY

### CATEGORIES OF SEVERITY

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After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**SEVERITY 1**      Loss of one embryo or fetus.

8%

---

**SEVERITY 2**      Loss of more than one embryo or fetus.

12%

---

### **23. ENDOCRINE, HEMATOLOGICAL, IMMUNE, AND METABOLIC FUNCTIONS**

The endocrine, hematological, immune, and metabolic functions play a role that has an impact on the functioning of the entire body.

#### **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.

#### **CATEGORIES OF SEVERITY**

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

**UNDER THE  
MINIMUM  
THRESHOLD**      After-effects of the permanent impairment, such as biochemical or hematological anomalies with no significant clinical impact, are less than those resulting from the situations described in Severity 1.

---

Regular and permanent need

for medication, which may cause side effects;

**SEVERITY 1**

2%

or

to take preventive measures and action due to a risk of transmission of a viral infection or a risk of infection such as following splenectomy.

---

Slight impairment to general health with frequent exacerbations, fatigability, and a slight reduction of endurance;

**SEVERITY 2**

5%

or The regular and permanent need to receive one or several injections once or twice a day;

or The regular and permanent need to follow a restrictive diet combined with medical treatments.

---

Moderate impairment to general health with asthenia. The problem limits the ability to perform unaccustomed physical activities or physical activities requiring significant effort such as running or rapidly climbing a number of stairs. However, the person remains able to perform relatively demanding activities such as walking long distances or climbing 2 floors at a normal pace;

**SEVERITY 3**

15%

or Regular and permanent need to receive one or several injections more than twice a day.

---

Significant impairment to general health with asthenia. The problem limits the ability to perform many normal daily activities but the person remains able to perform moderate activities such as walking

**SEVERITY 4**

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30%	at a normal pace or doing regular household chores, with the exception of heavy work.
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<b>SEVERITY 5</b>	Severe impairment to general health with asthenia. Endurance is limited to light activities such as certain essential daily activities like getting dressed, managing self care, and moving around the home.
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<b>SEVERITY 6</b>	Very severe impairment to general health with asthenia. The person is totally or almost totally dependent on another person to perform most daily activities and is practically confined to his or her room.
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## 24. CLINICAL PICTURES OF PARAPLEGIA AND QUADRIPLEGIA

Paraplegia or quadriplegia resulting from a spinal cord injury has an impact on a number of bodily functions as well as a severe esthetic impact.

### EVALUATION RULES

1. See the provisions of Chapter III of the Regulation.
2. This chapter deals exclusively with the conditions of paraplegia or quadriplegia (neurological levels C1 to L5). All the impacts on any other functional unit resulting from paraplegia or quadriplegia are included in the categories of severity of this unit.
3. Esthetic impairment that results from changes to form and contours (e.g., atrophy, contractures) or from the use of technical devices or aids (e.g., orthosis, urethral catheter, wheelchair) are included in the categories of severity of this unit.
4. The preferred criterion for evaluating the impacts of paraplegia or quadriplegia on the performance of activities of daily living is residual functional potential. Motor level and functional potential are evaluated based on the criteria of the American Spinal Injury Association (ASIA) in "International Standards for Neurological and Functional Classification of Spinal Cord Injury, revised 1996."

5. For other medullary or radicular impairments, the impacts must be evaluated using the rules provided in the functional or esthetic units that specifically deal with the observed impacts, for example

- Medullary impairment at a neurological level under L5,
- Brown-Séquard syndrome, central medullary syndrome, anterior medullary syndrome,
- Cerebral impairment (hemiplegia),
- Peripheral nervous system impairment (compression of nerve roots, lumbar plexus impairment)

### CATEGORIES OF SEVERITY

---

After-effects experienced in daily life - loss of enjoyment of life, mental suffering, pain, and other consequences - resulting from a permanent impairment can

be compared with those that would result from the situation with maximum impact among the following:

---

<b>SEVERITY 1</b> 75%	Functional potential is equivalent to a motor level between D8 and L5.
--------------------------	--

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<b>SEVERITY 2</b> 80%	Functional potential is equivalent to a motor level between D2 and D7.
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<b>SEVERITY 3</b> 85%	Functional potential is equivalent to a motor level of C8 or D1.
--------------------------	--

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<b>SEVERITY 4</b> 90%	Functional potential is equivalent to a motor level of C7.
--------------------------	--

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**SEVERITY 5**      Functional potential is equivalent to a motor level of C6.  
95%

---

**SEVERITY 6**      Functional potential is equivalent to a motor level between C1 and  
100%              C5.

---

## **25. ESTHETIC**

Esthetic prejudice results from a deterioration in general appearance due to an impairment to the skin or to the form or contours of the body.

Esthetic is composed of eight units:

### **25.1. Esthetic of the Skull and Scalp**

### **25.2. Esthetic of the Face**

### **25.3. Esthetic of the Neck**

### **25.4. Esthetic of the Trunk and Genital Organs**

### **25.5. Esthetic of the Right Upper Limb**

### **25.6. Esthetic of the Left Upper Limb**

### **25.7. Esthetic of the Right Lower Limb**

### **25.8. Esthetic of the Left Lower Limb**

## **EVALUATION RULES**

1. See the provisions of Chapter III of the Regulation.
2. Esthetic prejudice that becomes apparent when performing a function (such as limping, salivary incontinence), or that results from the use of technical devices or aids (such as orthosis, prosthesis) must not be evaluated using the rules provided in this chapter. This dynamic component is already taken into consideration in the percentages awarded for the

categories of severity in each of the functional units that specifically deal with the observed impacts.

3. In paraplegia or quadriplegia, esthetic prejudice resulting from changes to form and contours (such as atrophy, contractures) or from the use of technical devices or aids (such as orthosis, urethral catheter, wheelchair) must not be evaluated using the rules provided in this chapter. This component is already taken into consideration in the percentages awarded in the categories of severity of the functional unit “Clinical Pictures of Paraplegia and Quadriplegia.”

4. Permanent esthetic impairment must not only be visible, it must be apparent, that is, it must be clearly visible at 50 cm. Any “apparent” impairment is taken into consideration despite the fact that it is normally hidden by clothing or hair.

5. The following 4 categories of impairment are the retained criteria for the evaluation:

▶▶ **Change in skin colour:** hypopigmentation or hyperpigmentation due to damage to the superficial dermis. The deep dermis is not damaged. Suppleness, elasticity, hydration, and pilosity are retained.

▶▶ **Flat scars:** linear or almost linear, well oriented in the same direction as natural skin creases, at the same level as the adjoining tissue and almost the same colour. They do not cause contractures or distortion of neighboring structures.

▶▶ **Faulty scars:** linear or plaques, misaligned or cross over a natural skin crease. They may be irregular, depressed, deeply adhering, retractile, keloidal, hypertrophic, or pigmented.

▶▶ **Change in shape and contours:** disfigurement, tissue loss, atrophy, or amputation.

6. The anatomical boundaries retained to separate contiguous parts of the body are the following:

▶▶ **Skull and Scalp:**

Region inside the normal, usual hairline. In the presence of baldness, the anatomical boundary corresponds to what would have been the normal hairline.

▶▶ **Face:**

Region defined by the anatomical boundaries of the skull and neck.

Fifteen (15) anatomical elements are used for the purposes of evaluating form and contours:

· Right half of forehead

- Left half of forehead
- Right orbit/eyelid
- Left orbit/eyelid
- Nose
- Right eye (visible part of the ocular globe)
- Left eye (visible part of the ocular globe)
- Right cheek
- Left cheek
- Mouth (visible part when open)
- Upper lip
- Lower lip
- Chin
- Right ear
- Left ear

» **Neck:**

Upper boundary: line following the lower part of the body of the mandible, continuing along the vertical rami to the temporomandibular joints and then along the normal usual hairline.

Lower boundary: line beginning at the jugular notch, continuing along the upper edge of the clavicle to the mid-point and then to the C7 spinous process.

» **Trunk and Genital Organs:**

Region defined by the anatomical boundaries of the neck , the upper limbs and the lower limbs

» **Upper Limb (upper boundary):**

Circular line beginning at the apex of the armpit, extending backwards and forwards, and ending at the mid-point of the clavicle.

►► **Lower Limb (upper boundary):**

Line beginning at the median upper edge of the pubic symphysis, continuing obliquely to the antero-superior iliac spine, then along the upper edge of the iliac crest, and ending at the upper vertical boundary of the gluteal fold.

For each esthetic unit, the category of severity is determined by the result of the overall weighted evaluation. The evaluation is conducted in 4 steps:

Step 1: Describe all esthetic impairments found during the clinical evaluation.

Step 2: For each category of impairment (permanent changes to skin colour, flat scars, faulty scars, and changes to form and contours), determine the description corresponding to the result of the clinical evaluation. Only one score may be assigned per category of impairment.

Step 3: Add the scores.

Step 4: Determine the category of severity based on the appropriate correlation table.

## 25.1. ESTHETIC OF THE SKULL AND SCALP

### OVERALL WEIGHTED EVALUATION

Changes of Skin Color	Flat Scars	Faulty Scars	Changes to Form and Contours, Non-Cicatricial Alopecia
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is $< 15 \text{ cm}^2$ and/or area of color very different from neighboring skin, apparent at 3 m, total area is $< 2 \text{ cm}^2$	Total length is $< 10 \text{ cm}$	Linear, total length is $< 3 \text{ cm}$ and/or plaques, total area is $< 2 \text{ cm}^2$	Area of non-cicatricial alopecia, total area is $< 2 \text{ cm}^2$
0.5	0.5	0.5	0.5
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is $\geq 15 \text{ cm}^2$ and/or area of color very different from neighboring skin, apparent at 3 m, total area is $\geq 2 \text{ cm}^2$ but $< 5 \text{ cm}^2$	Total length is $\geq 10 \text{ cm}$	Linear, total length is $\geq 3 \text{ cm}$ but $< 10 \text{ cm}$ and/or plaques, total area is $\geq 2 \text{ cm}^2$ but $< 5 \text{ cm}^2$	Area of non-cicatricial alopecia, total area is $\geq 2 \text{ cm}^2$ but $< 2 \text{ cm}^2$ and/or slight disfigurement of the skull
2	2	2	2
Area of color very different from neighboring skin, apparent at 3 m, total area is $\geq 5 \text{ cm}^2$ but $< 25\%$ of the entire skull and scalp		Linear, total length is $\geq 10 \text{ cm}$ but $< 25 \text{ cm}$ and/or plaques, total area is $\geq 5 \text{ cm}^2$ but $< 15 \text{ cm}^2$	Area of non-cicatricial alopecia, total area is $\geq 5 \text{ cm}^2$ and/or moderate disfigurement of the skull
7		7	7
Area of color very different from neighboring skin, apparent at 3 m, total area is $\geq 25\%$ of the entire skull and scalp		Linear, total length is $\geq 25 \text{ cm}$ and/or plaques, total area is $\geq 15 \text{ cm}^2$ but $< 25\%$ of the entire skull and scalp	Significant disfigurement of the skull
		20	20
		Extensive and unsightly scars, total area is $\geq 25\%$ of the entire skull and scalp	Severe and unsightly disfigurement affecting almost the entire skull
		40	40
<b>Total Weighted Evaluation: ____ Points</b>			

## 25.2. ESTHETIC OF THE FACE

### OVERALL WEIGHTED EVALUATION

Changes of Skin Color	Flat Scars	Faulty Scars	Changes to Form and Contours, Non-Cicatricial Alopecia
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is < 10 cm <sup>2</sup> and/or area of color very different from neighboring skin, apparent at 3 m, total area is < 2 cm <sup>2</sup>	Total length is < 5 cm	Linear scars, total length is < 2 cm and/or plaques, total area is < 1 cm <sup>2</sup>	Slight disfigurement of 1 anatomical element*
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is and/or area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 2 cm <sup>2</sup> but < 5 cm <sup>2</sup>	Total length is ≥ 5 cm but < 20 cm	Linear scars, total length is ≥ 2 cm but < 5 cm and/or plaques, total area is ≥ 1 cm <sup>2</sup> but < 3 cm <sup>2</sup>	Slight disfigurement of 2 or more anatomical and/or moderate disfigurement of 1 anatomical element*
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 5 cm <sup>2</sup> but < 10 cm <sup>2</sup>	Total length is ≥ 20 cm	Linear scars, total length is ≥ 5 cm but < 15 cm and/or plaques, total area is ≥ 3 cm <sup>2</sup> but < 10 cm <sup>2</sup>	Moderate disfigurement of 2 or more anatomical elements* and/or significant disfigurement of 1 anatomical element*
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 10 cm <sup>2</sup>		Linear scars, total length is ≥ 15 cm and/or plaques, total area is ≥ 10 cm <sup>2</sup> but < 25% of the entire face	Significant disfigurement of 2 or more anatomical elements*
		Extensive and conspicuous scars, total area is ≥ 25% but < 50% of the entire face	Severe and unsightly disfigurement affecting approximately 50% of the face
		Extensive and unsightly scars corresponding to disfiguration	Deformation of almost the entire face corresponding to disfiguration
<p><b>Note:</b> See point / of evaluation rules in this chapter for the list of anatomical elements to be evaluated.</p>			
<b>Total Weighted Evaluation: _____ Points</b>			

### 25.3. ESTHETIC OF THE NECK

OVERALL WEIGHTED EVALUATION

Changes of Skin Color	Flat Scars	Faulty Scars	Changes to Form and Contours, Non-Cicatricial Alopecia
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is < 10 cm <sup>2</sup> and/or area of color very different from neighboring skin, apparent at 3 m, total area is < 2 cm <sup>2</sup>	Total length is < 5 cm	Linear scars, total length is < 2 cm and/or plaques, total area is < 1 cm <sup>2</sup>	Very slight disfigurement of the neck, apparent at 50 cm but not very apparent at 3 m
0.5	0.5	0.5	0.5
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is < 10 cm <sup>2</sup> and/or area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 2 cm <sup>2</sup> but < 5 cm <sup>2</sup>	Total length is ≥ 5 cm but < 20 cm	Linear scars, total length is ≥ 2 cm but < 5 cm and/or plaques, total area is ≥ 1 cm <sup>2</sup> but < 3 cm <sup>2</sup>	Slight disfigurement of the neck
2	2	2	2
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 5 cm <sup>2</sup> but < 25% of the entire neck	Total length is ≥ 20 cm	Linear scars, total length is ≥ 5 cm but < 15 cm and/or plaques, total area is ≥ 3 cm <sup>2</sup> but < 10 cm <sup>2</sup>	Moderation disfigurement of the neck
7	7	7	7
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 25% of the entire neck		Linear scars, total length is ≥ 15 cm and/or plaques, total area is ≥ 10 cm <sup>2</sup> but < 25% of the entire neck	Significant disfigurement of the neck
20		20	20
		Extensive and unsightly scars, total area is ≥ 25% of the entire neck	Severe and unsightly disfigurement affecting almost the entire neck
		40	40
<b>Total Weighted Evaluation: ____ Points</b>			

## OVERALL WEIGHTED EVALUATION

Changes of Skin Color                      Flat Scars                      Faulty Scars                      Changes  
to Form and Contours, Non-Cicatricial Alopecia

Area of color slightly different from neighboring skin, apparent at 50 cm but not  
very apparent at 3 m, total area is

< 10 cm<sup>2</sup>                      }

Total length is

< 5 cm                      }

Linear scars, total length is < 2 cm                      }

Very slight disfigurement of the neck, apparent at  
50 cm but not very apparent at 3 m                      }

and/or                      0.5                      0.5                      and/or                      0.5                      0.5  
area of color very different from neighboring skin, apparent at 3 m, total area is  
< 2 cm<sup>2</sup>                      plaques, total area is  
< 1 cm<sup>2</sup>

Area of color slightly different from neighboring skin, apparent at 50 cm but not  
very apparent at 3 m, total area is

Š 10 cm<sup>2</sup>                      }

Total length is

Š 5 cm but < 20 cm                      }

Linear scars, total length is Š 2 cm but

< 5 cm }

Slight disfigurement of the neck }

and/or 2 2 and/or 2 2  
 area of color very different from neighboring skin, apparent at 3 m, total area is  
 Š 2 cm<sup>2</sup> but < 5 cm<sup>2</sup> plaques, total area is  
 Š 1 cm<sup>2</sup> but < 3 cm<sup>2</sup>  
 Area of color very different from neighboring skin, apparent at 3 m, total area is  
 Š 5 cm<sup>2</sup> but < 25% of the entire neck } Total length is  
 Š 20 cm } Linear scars, total length is Š 5 cm but  
 < 15 cm } Moderation disfigurement of the neck }

7  
 7 and/or  
 7  
 7  
 plaques, total area is  
 Š 3 cm<sup>2</sup> but < 10 cm<sup>2</sup>

Area of color very differente from neighboring skin, apparent at 3 m, total area  
 is  
 Š 25% of the entire neck }  
 Linear scars, total length is Š 15 cm } Significant disfigurement of  
 the neck }

20 and/or  
 20  
 20  
 plaques, total area is  
 Š 10 cm<sup>2</sup> but < 25% of the entire neck  
 Extensive and unsightly scars, total area is Š 25% of the  
 entire neck } 40 Severe and unsightly disfigurement affecting almost the entire  
 neck } 40

Total Weighted Evaluation:

\_\_\_\_Points

## 25.4. ESTHETIC OF THE TRUNK AND GENITAL ORGANS

## OVERALL WEIGHTED EVALUATION

Changes of Skin Color	Flat Scars	Faulty Scars	Changes to Form and Contours, Non-Cicatricial Alopecia
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is < 25 cm <sup>2</sup> and/or area of color very different from neighboring skin, apparent at 3 m, total area is < 5 cm <sup>2</sup> } 0.5	Total length is < 10 cm } 0.5	Linear scars, total length is < 5 cm and/or plaques, total area is < 5 cm <sup>2</sup> } 0.5	Very slight disfigurement of the trunk, apparent at 50 cm but not very apparent at 3 m } 0.5
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is < 25 cm <sup>2</sup> and/or area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 5 cm <sup>2</sup> but < 25 cm <sup>2</sup> } 2	Total length is ≥ 10 cm but < 25 cm } 2	Linear scars, total length is ≥ 5 cm but < 10 cm and/or plaques, total area is ≥ 5 cm <sup>2</sup> but < 10 cm <sup>2</sup> } 2	Slight disfigurement of the trunk } 2
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 25 cm <sup>2</sup> but < 25% of the entire trunk } 7	Total length is ≥ 25 cm } 7	Linear scars, total length is ≥ 10 cm but < 25 cm and/or plaques, total area is ≥ 10 cm <sup>2</sup> but < 50 cm <sup>2</sup> } 7	Moderate disfigurement of the trunk and/or of the genital organs and/or of the breasts (woman only) } 7
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 25% of the entire trunk } 20		Linear scars, total length is ≥ 25 cm and/or plaques, total area is ≥ 50 cm <sup>2</sup> but < 25% of the entire trunk } 20	Significant disfigurement of the trunk and/or of the genital organs and/or of the breasts (woman only) } 20
		Extensive and unsightly scars, total area is ≥ 25% but < 50% of the entire trunk } 40	Severe disfigurement of the trunk and/or of the genital organs and/or of the breasts (woman only) } 40
		Extensive and unsightly scars, total area is ≥ 50% of the entire trunk } 80	Severe and unsightly disfigurement affecting almost the entire trunk } 80
<b>Total Weighted Evaluation: _____ Points</b>			

## 25.5. ESTHETIC OF THE RIGHT UPPER LIMB

## 25.6. ESTHETIC OF THE LEFT UPPER LIMB

### OVERALL WEIGHTED EVALUATION

Changes of Skin Color	Flat Scars	Faulty Scars	Changes to Form and Contours, Non-Cicatricial Alopecia
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is $< 25 \text{ cm}^2$ and/or area of color very different from neighboring skin, apparent at 3 m, total area is $< 5 \text{ cm}^2$ } 0.5	Total length is $< 10 \text{ cm}$ } 0.5	Linear scars, total length is $< 3 \text{ cm}$ and/or plaques, total area is $< 2 \text{ cm}^2$ } 0.5	Very slight disfigurement of the trunk, apparent at 50 cm but not very apparent at 3 m } 0.5
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is $< 25 \text{ cm}^2$ and/or area of color very different from neighboring skin, apparent at 3 m, total area is $\geq 5 \text{ cm}^2$ but $< 25 \text{ cm}^2$ } 2	Total length is $\geq 10 \text{ cm}$ but $< 25 \text{ cm}$ } 2	Linear scars, total length is $\geq 3 \text{ cm}$ but $< 5 \text{ cm}$ and/or plaques, total area is $\geq 2 \text{ cm}^2$ but $< 5 \text{ cm}^2$ } 2	Slight disfigurement of the limb, such as an amputation of 1 or 2 phalanges } 2
Area of color very different from neighboring skin, apparent at 3 m, total area is $\geq 25 \text{ cm}^2$ but $< 25\%$ of the entire limb } 7	Total length is $\geq 25 \text{ cm}$ } 7	Linear scars, total length is $\geq 5 \text{ cm}$ but $< 15 \text{ cm}$ and/or plaques, total area is $\geq 5 \text{ cm}^2$ but $< 25 \text{ cm}^2$ } 7	Moderate disfigurement of the limb such as an amputation of 1 or 2 fingers, or 1 or 2 metacarpals } 7
Area of color very different from neighboring skin, apparent at 3 m, total area is $\geq 25\%$ of the entire limb } 20		Linear scars, total length is $\geq 15 \text{ cm}$ and/or plaques, total area is $\geq 25 \text{ cm}^2$ but $< 25\%$ of the entire limb } 20	Significant disfigurement of the limb such as an amputation of more than 2 fingers or 2 metacarpals } 20
		Extensive and unsightly scars, total area is $\geq 25\%$ but $< 50\%$ of the entire limb } 40	Severe and unsightly disfigurement of the limb as amputation at the wrist or forearm } 40
		Extensive and unsightly scars, total area is $\geq 50\%$ of the entire limb } 80	Severe and unsightly disfigurement of almost the entire limb such as the amputation at the arm } 80
<b>Total Weighted Evaluation: _____ Points</b>			

**25.7. ESTHETIC OF THE RIGHT LOWER LIMB**

**25.8. ESTHETIC OF THE LEFT LOWER LIMB**

OVERALL WEIGHTED EVALUATION

Changes of Skin Color	Flat Scars	Faulty Scars	Changes to Form and Contours, Non-Cicatricial Alopecia
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is < 25 cm <sup>2</sup> and/or area of color very different from neighboring skin, apparent at 3 m, total area is < 5 cm <sup>2</sup>	Total length is < 10 cm	Linear scars, total length is < 5 cm and/or plaques, total area is < 5 cm <sup>2</sup>	Very slight disfigurement of the limb, apparent at 50 cm but not very apparent at 3 m
} 0.5	} 0.5	} 0.5	} 0.5
Area of color slightly different from neighboring skin, apparent at 50 cm but not very apparent at 3 m, total area is < 25 cm <sup>2</sup> and/or area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 5 cm <sup>2</sup> but < 25 cm <sup>2</sup>	Total length is ≥ 10 cm but < 25 cm	Linear scars, total length is ≥ 5 cm but < 10 cm and/or plaques, total area is ≥ 5 cm <sup>2</sup> but < 10 cm <sup>2</sup>	Slight disfigurement of the limb, such as an amputation of 1 or 2 toes
} 2	} 2	} 2	} 2
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 25 cm <sup>2</sup> but < 25% of the entire limb	Total length is ≥ 25 cm	Linear scars, total length is ≥ 10 cm but < 25 cm and/or plaques, total area is ≥ 10 cm <sup>2</sup> but < 50 cm <sup>2</sup>	Moderate disfigurement of the limb such as an amputation of more than 2 toes
} 7	} 7	} 7	} 7
Area of color very different from neighboring skin, apparent at 3 m, total area is ≥ 25% of the entire limb		Linear scars, total length is ≥ 25 cm and/or plaques, total area is ≥ 50 cm <sup>2</sup> but < 25% of the entire limb	Significant disfigurement of the limb such as an amputation of a foot
} 20		} 20	} 20
		Extensive and unsightly scars, total area is ≥ 25% but < 50% of the entire limb	Severe and unsightly disfigurement of almost the entire limb such as an amputation at ankle or lower leg
		} 40	} 40
		Extensive and unsightly scars, total area is ≥ 50% of the entire limb	Severe and unsightly disfigurement of almost the entire limb such as the amputation at thigh
		} 80	} 80
<b>Total Weighted Evaluation:: _____ Points</b>			

## CATEGORIES OF SEVERITY

### Under the Minimum Threshold

After-effects of the permanent impairment, such as a scar that is barely visible and not apparent at 50 cm, are less than those resulting from the situation described in Severity 1.

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#### CATEGORIES OF SEVERITY ACCORDING TO THE RESULT OF THE OVERALL WEIGHTED EVALUATION

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	Under the Minimum Threshold	0.5 to 1	1.5 to 5	6 to 19	20 to 39	40 to 79	80 and over
	N/A*	SEVERITY 1	SEVERITY 2	SEVERITY 3	SEVERITY 4	SEVERITY 5	SEVERITY 6
25.1. Skull and Scalp	N/A	0.5%	1%	3%	5%		8%
25.2. Face	N/A	1%	3%	7%	15%	30%	50%
25.3. Neck	N/A	0.5%	1%	3%	5%		8%

<b>25.4.</b>								
<b>Trunk</b>								
<b>and</b>								
<b>Genital</b>								
<b>Organs</b>	N/A	0.5%	1%	3%	6%	9%	12%	
<hr/>								
<b>25.5.</b>								
<b>Right</b>								
<b>Upper</b>								
<b>Limb</b>	N/A	0.5%	1%	3%	6%	9%	12%	
<hr/>								
<b>25.6.</b>								
<b>Left</b>								
<b>Upper</b>								
<b>Limb</b>	N/A	0.5%	1%	3%	6%	9%	12%	
<hr/>								
<b>25.7.</b>								
<b>Right</b>								
<b>Lower</b>								
<b>Limb</b>	N/A	0.5%	1%	3%	6%	9%	12%	
<hr/>								
<b>25.8.</b>								
<b>Left</b>								
<b>Lower</b>								
<b>Limb</b>	N/A	0.5%	1%	3%	6%	9%	12%	

(\*) Not applicable

**SCHEDULE II**

(s. 28)

**SCHEDULE OF INTERFERENCES WITH THE INTEGRITY**

Title I: Head and Neck

Title II: Face

Title III: Thorax

Title IV: Abdomen and Pelvic Contents

Title V: Spinal Column

Title VI: Right Upper Limb

Title VII: Left Upper Limb

Title VIII: Right Lower Limb

Title IX: Left Lower Limb

Title X: Psychic System

Title XI: Total Body Surface

Title XII: Complications

**Title I: Head and Neck****Severity Rating**

· <b>Burns</b>	see Title XI: Surface
· <b>Contusions where skin is not broken</b>	see Title XI: Surface
· <b>Sprains</b>	
Cervical sprain	see Title V: Spinal Column
· <b>Fractures</b>	

**Skull**

Fracture of calvarium without intracranial trauma	3
Fracture of calvarium with intracranial trauma	6
Fracture of base without intracranial trauma	4
Fracture of base with intracranial trauma	6

**Neck**

Cervical spine fracture	see Title V: Spinal Column	
Fracture of larynx and/or trachea		6

· **Dislocations without fracture**

Dislocation of cervical vertebrae	see Title V: Spinal Column	
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· **Wounds**

Trauma to the tympanum and/or eustachian tube		
	see Title II: Face	
Laryngeal and/or tracheal wound		3
Thyroid gland wound		3
Pharyngeal wound		3
Other head and neck wounds	see Title XI: Surface	

· **Intracranial trauma not associated with a skull fracture**

Concussion		
Mild craniocerebral trauma		
(loss of consciousness for less than 30 minutes with Glasgow		
Coma score of 13 or more and/or post-traumatic amnesia for less		
than 24 hours)		2
Moderate or severe craniocerebral trauma		4
Cerebral contusion or laceration		6
Intracranial hemorrhage		6
Subarachnoid hemorrhage, extradural or subdural hematoma		6
Trauma to the labyrinth		4

· **Cranial nerve damage**

Damage to the olfactory nerve (I)		4
Damage to the optic nerve (II) and/or visual pathways		4
Damage to the common motor ocular nerves (III)		4
Damage to the trochlear (pathetic) nerve (IV)		4

Damage to the trigeminal nerve (V)	4
Damage to the abducens nerve (VI)	4
Damage to the facial nerve (VII)	4
Damage to the auditory nerve (VIII)	4
Damage to the glossopharyngeal nerve (IX)	4
Damage to the vagal nerve (X)	4
Damage to the spinal nerve (XI)	4
Damage to the hypoglossal nerve (XII)	4

· **Blood vessel injuries**

Carotid artery injury	5
Injury of the internal jugular vein	5
Other injuries to vessels of the head and/or neck	4

· **Superficial trauma**

	see Title XI: Surface
Cutaneous foreign body	see Title XI: Surface

· **Mental disorders**

see Title X: Psychic System

**Title II: Face**

**Severity Rating**

· **Impairment of the eye and of its adjacent structures**

Burn to the eye and its adjacent structures	
	see Title XI: Surface
Burn to the cornea and/or conjunctival sac	2
Contusion of orbital tissue	1
Eyeball contusion	1
Foreign body in the cornea	1
Foreign body in the conjunctival sac	1
Eyelid tear with impairment of the lacrimal ducts	3
Eyelid tear without impairment of the lacrimal ducts	
	see Title XI: Surface
Choroidal and/or retinal detachment	5
Traumatic enucleation	6
Hemorrhage of the iris or ciliary body	4
Vitreous hemorrhage	4

Hemorrhage and rupture of the choroid	4
Retinal or preretinal hemorrhage	2
Subconjunctival hemorrhage	1
Perforation of the eyeball	6
Trauma to the eyeball	5
Orbital wound	4
Superficial trauma of the cornea	1
Superficial trauma of the conjunctiva	1
· <b>Burns</b>	
Burn to the mucous membrane of the mouth and/or pharynx	4
Burn to the eye	
see Impairment of the eye and of its adjacent structures	
Other burns	see Title XI: Surface
· <b>Contusions where skin is not broken</b>	
Eyeball contusion	
see Impairment of the eye and of its adjacent structures	
Other contusions	see Title XI: Surface
· <b>Foreign bodies</b>	
Foreign body in the ear	1
Foreign body in the mouth	1
Foreign body in the eye	
see Impairment of the eye and of its adjacent structures	
Cutaneous foreign bodies (superficial injury)	
	see Title XI: Surface
· <b>Sprains</b>	
Sprain (displacement) of the nasal septum cartilage	2
Maxillary sprain	2
· <b>Fractures</b>	
One or more broken teeth	2
Fracture of bones of the nose	3
Mandibule fracture	4
Fracture of the malar bone and/or maxilla	4
LeFort I-type fracture	4

LeFort II-type fracture	4
LeFort III-type fracture	5
Fracture of the orbital floor or lower orbital wall	4
Fracture of the palate and/or tooth sockets	3
Fracture of the orbit (excluding fractures of the upper wall or orbital floor)	3
· <b>Dislocation without fracture</b>	
Temporo-maxillary dislocation	3
· <b>Wounds</b>	
Trauma of the tympanum and/or the eustachian tube	3
Injury of the internal parts of the mouth, including the tongue	2
Eyelid wound with impairment of the lacrimal ducts see Impairment of the eye and of its adjacent structures	
Eyelid wound without impairment of the lacrimal ducts see Title XI: Surface	
Eyeball wound see Impairment of the eye and of its adjacent structures	
Penetrating orbital wound see Impairment of the eye and of its adjacent structures	
Other facial wounds	see Title XI: Surface
· <b>Nerve damage</b>	
Damage to superficial nerves of head and/or neck	2
Cranial nerve damage	see Title I: Head and Neck
· <b>Superficial injuries</b>	
Cutaneous foreign bodies	see Title XI: Surface

### Title III: Thorax

#### Severity Rating

· <b>Burns</b>	
Internal burn of the larynx, trachea or lung	4
Other burns	see Title XI: Surface

· <b>Contusions where skin is not broken</b>	
	see Title XI: Surface
· <b>Foreign bodies</b>	
Foreign body in the respiratory apparatus, excluding the lung	4
Foreign body in the lung	6
Cutaneous foreign bodies (superficial injury)	
	see Title XI: Surface
· <b>Sprains</b>	
Sprain of the chondrocostal articulation	3
Sprain of the chondrosternal articulation	3
Thoracic sprain	see Title V: Spinal Column
· <b>Fractures</b>	
Rib fracture	
Fracture of 1 or 2 ribs	3
Fracture of three or more ribs	4
Flail chest-type fracture	6
Sternum fracture	4
· <b>Dislocations without fracture</b>	
Sternoclavicular dislocation	4
· <b>Wounds</b>	see Title XI: Surface
· <b>Internal chest injuries</b>	
Hemothorax	4
Pneumohemothorax	4
Pneumothorax	4
Acute myocardial infarction	6
Trauma of the heart	6
Pulmonary contusion with or without pleural effusion	3
Trauma of the lung with penetrating chest wound	6
Trauma of the diaphragm	6
Trauma of another intrathoracic organ (bronchi, oesophagus, pleura or thymus)	6

· <b>Nerve damage</b>		
Trauma of one or more nerves of the trunk		4
· <b>Blood vessel damage</b>		
Damage to the thoracic aorta		6
Damage to the brachiocephalic artery and/or subclavian artery		6
Damage to the superior vena cava		6
Damage to the brachiocephalic vein and/or subclavian vein		6
Damage to pulmonary vessels (artery and/or vein)		6
Damage to other thoracic blood vessels (intercostal or thoracic)		4
· <b>Superficial injuries</b>	see Title XI: Surface	
Cutaneous foreign bodies	see Title XI: Surface	

#### Title IV: Abdomen and Pelvic Contents

	<b>Severity Rating</b>
· <b>Burns</b>	see Title XI: Surface
· <b>Contusions where skin is not broken</b>	see Title XI: Surface
· <b>Foreign bodies</b>	
Foreign body in the digestive apparatus	4
Cutaneous foreign body (superficial injury)	see Title XI: Surface
· <b>Sprains</b>	
Back and/or lumbar sprain	see Title V: Spinal Column
· <b>Pregnancy and childbirth</b>	
Premature delivery or miscarriage	6
Pregnancy complication	5
· <b>Dislocations</b>	
Dislocation in the pelvic region	

see Titles VIII and IX: Lower Limbs

· **Wounds**

see Title XI: Surface

· **Injury to internal organs of the abdomen and pelvis**

Damage to the stomach	4
Damage to the small intestine	4
Damage to the large intestine and/or rectum	4
Damage to the pancreas	4
Damage to the liver	4
Damage to the spleen	4
Damage to the kidney	4
Damage to the bladder and/or to the urethra	4
Damage to the ureter	4
Damage to internal genital organs	4
Damage to other intra-abdominal organs (gall bladder, cystic ducts, peritoneum, adrenal gland)	4

· **Damage to external genital organs**

Amputation of the penis	6
Amputation of the testicle(s)	6
Vaginal injury	3
Other wounds of the external genital organs	

see Title XI: Surface

· **Abdominal wall, inguinal or femoral trauma**

Inguinal or femoral hernia	4
Epigastric or umbilical hernia	4

· **Blood vessel damage**

Damage to the abdominal aorta	6
Damage to the inferior vena cava	6
Damage to the celiac trunk and/or mesenteric arteries	6
Damage to the portal vein and/or splenic vein	6
Damage to renal blood vessels	6
Damage to iliac blood vessels	6

· **Superficial injuries**

see Title XI: Surface

Cutaneous foreign bodies see Title XI: Surface

**Title V: Spinal Column**

	<b>Severity Rating</b>
<b>· Sprains</b>	
Cervical or cervicothoracic sprain	
Cervical sprain without objective clinical sign (cervicalgia, WAD I )	1
Cervical sprain with musculoskeletal signs (WAD II )	2
Cervical sprain with neurological signs (WAD III )	4
Thoracic or thoracolumbar sprain	
Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia)	1
Thoracic or thoracolumbar sprain with musculoskeletal signs	2
Thoracic or thoracolumbar sprain with neurological signs	4
Lumbar or lumbosacral sprain	
Lumbar or lumbosacral sprain without objective clinical sign (lumbago)	1
Lumbar or lumbosacral sprain with musculoskeletal signs	2
Lumbar or lumbosacral sprain with neurological signs	4
Sacral sprain	2
Coccygeal sprain	2
<b>· Fractures</b>	
<b>Cervical spine</b>	
Fracture of one or more cervical vertebrae without neurological lesion	5
Fracture of one or more cervical vertebrae with neurological lesion	6
<b>Thoracic spine</b>	
Fracture of one or more thoracic vertebrae without neurological lesion	4
Fracture of one or more thoracic vertebrae with neurological lesion	6
<b>Lumbar and sacral spine</b>	
Fracture of one or more lumbar vertebrae without neurological lesion	5
Fracture of one or more lumbar vertebrae with neurological lesion	6
Fracture of the sacrum and/or coccyx without neurological lesion	4
Fracture of the sacrum and/or coccyx with neurological lesion	6

· <b>Dislocations without fracture</b>	
Dislocation of one cervical vertebra	5
Dislocation of one thoracic and/or lumbar vertebra	5
· <b>Isolated injury to the spinal cord</b>	
Spinal cord injury of the cervical spine without vertebral lesion	6
Spinal cord injury of the thoracic spine without vertebral lesion	6
Spinal cord injury of the lumbar spine without vertebral lesion	6
Spinal cord injury of the sacral spine without vertebral lesion	6
· <b>Damage to the roots and rachidian plexus</b>	
Damage to one or more cervical roots	4
Damage to one or more thoracic roots	4
Damage to one or more lumbar roots	4
Damage to one or more sacral roots	4
Damage to the brachial plexus	6
Damage to the lumbosacral plexus	6
· <b>Other impairments of the spine</b>	
Herniated cervical disc	5
Herniated thoracic, lumbar or lumbosacral disc	5
Acquired spondylolisthesis	4

**Title VI: Right Upper Limb**

**Title VII: Left Upper Limb**

	<b>Severity Rating</b>
· <b>Amputations</b>	
Amputation of a thumb	5
Amputation of finger(s) other than the thumb	5
Amputation of the arm or hand (excluding the isolated amputation of finger(s) or thumb)	6
· <b>Musculotendinous impairment</b>	
Rotator cuff syndrome	3
Rupture of the rotator cuff	4
Tendinitis of the elbow	3
Tendinitis of the wrist	3

· <b>Burns</b>	see Title XI: Surface	
· <b>Contusions where skin is not broken</b>	see Title XI: Surface	
· <b>Sprains</b>		
Acromioclavicular sprain		3
Shoulder sprain		3
Elbow sprain		3
Wrist sprain		3
Hand sprain		2
· <b>Fractures</b>		
Clavicle fracture		4
Scapula fracture		4
Fracture of the upper epiphysis of the humerus		5
Diaphyseal fracture of the humerus		4
Inferior epiphyseal fracture of the humerus		5
Superior epiphyseal fracture of the radius and/or ulna		5
Diaphyseal fracture of the radius and/or ulna		4
Inferior epiphyseal fracture of the radius and/or ulna		5
Fracture of the carpus		4
Fracture of one or more metacarpals		4
Fracture of one or more phalanges of the fingers		3
· <b>Dislocations without fracture</b>		
Shoulder dislocation		4
Elbow dislocation		4
Dislocation of the wrist		4
Finger dislocation (one or more)		3
· <b>Wounds</b>		
Traumatic arthrotomy of the elbow		4
Wound(s) without damage to tendons	see Title XI: Surface	
Wound(s) to arm, excluding wrist and hand, with damage to tendons		4
Wound(s) to wrist, hand and/or fingers with damage to tendons		5
· <b>Nerve damage</b>		

Damage to the circumflex nerve	4
Damage to the median nerve	4
Damage to the ulnar nerve	4
Damage to the radial nerve	4
Damage to the musculocutaneous nerve of the arm	3
Damage to the cutaneous nerves of the arm	3
Damage to the collateral palmar nerves (digital nerves)	3

· **Blood vessel damage**

Damage to the blood vessels in the arm (axillary, brachial, radial, cubital)	4
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· **Superficial injuries**

Cutaneous foreign bodies	see Title XI: Surface
	see Title XI: Surface

**Title VIII: Right Lower Limb**

**Title IX: Left Lower Limb**

**Severity Rating**

· **Amputations**

Amputation of toes	4
Amputation of the leg, excluding the isolated amputation of toe(s)	6

· **Musculotendinous impairment**

Tendinitis of the hip	3
Tendinitis of the knee	3
Tendinitis of the ankle and/or foot	3

· **Impairment of menisci**

Tear of one or more menisci of the knee	3
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· **Burns**

see Title XI: Surface

· **Contusions where skin is not broken**

see Title XI: Surface

· **Sprains**

Hip sprain	3
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Knee sprain	3
Ankle sprain	3
Foot sprain	2
Sacroiliac sprain	3
Pelvic sprain (pubic symphysis)	3
· <b>Fractures</b>	
Fracture of the acetabulum	5
Fracture of the pubis	4
Fracture of the ilium and/or ischium	4
Multiple fractures of the pelvis	5
Fracture of femoral neck	5
Diaphyseal fracture of the femur	5
Inferior epiphyseal fracture of the femur	5
Fracture of the patella	4
Superior epiphyseal fracture of the tibia and/or fibula	5
Diaphyseal fracture of the tibia and/or fibula	4
Ankle fracture	4
Calcaneal fracture	4
Fracture of the talus	4
Fractures of other bones of the tarsus and/or metatarsus	4
Fracture of one or more phalanges of the toes	3
· <b>Dislocations without fracture</b>	
Dislocation in the pelvis	4
Dislocation of the hip	5
Dislocation of the patella	3
Dislocation of the knee	6
Dislocation of the ankle	4
Dislocation of the foot	3
· <b>Wounds</b>	
Traumatic arthrotomy of the knee	4
Traumatic arthrotomy of the ankle	4
Leg wound, without damage to tendons	see Title XI: Surface
Leg wound, with damage to tendons	4
· <b>Nerve damage</b>	

Damage to the sciatic nerve	5
Damage to the crural nerve	4
Damage to the posterior tibial nerve	4
Damage to the common fibular nerve	4
Damage to the cutaneous nerves of the leg	3
· <b>Blood vessel damage</b>	
Damage to the common and/or superficial femoral artery	6
Damage to the femoral and/or saphenous veins	4
Damage to popliteal blood vessels	4
Damage to tibial blood vessels	4
· <b>Superficial injuries</b>	
Cutaneous foreign bodies	see Title XI: Surface

**Title X: Psychic System\***

	<b>Severity Rating</b>
Anxiety	2
Reactive depression	4
Acute reactive state resulting from a difficult situation	4
Neurosis or psychoneurosis	4

\* FOR PSYCHIC SYSTEM COMPLICATIONS RESULTING FROM AN INTERFERENCE WITH THE INTEGRITY, SEE TITLE 12: COMPLICATIONS

**Title XI: Total Body Surface**

	<b>Severity Rating</b>
· <b>Burns</b>	
<b>Head, face and neck</b>	
Burn to the cornea or conjunctival sac	see Title II: Face
Unspecified burn to the eye and its adjacent structures	2
Burn to the eyelid and/or periocular region	2
First-degree burn to the head and/or neck	2
Second-degree burn to the head and/or neck	3

Deep second-degree burn to the head and/or neck	4
Third-degree burn to the head and/or neck	5
Internal burn to the larynx, trachea and/or lung	

see Title III: Thorax

**Trunk**

First-degree burn to the trunk	2
Second-degree burn to the trunk	3
Deep second-degree burn to the trunk	4
Third-degree burn to the trunk	5

**Arm**

First-degree burn to an arm	2
Second-degree burn to an arm	3
Deep second-degree burn to an arm	4
Third-degree burn to an arm	5

**Leg**

First-degree burn to a leg	2
Second-degree burn to a leg	3
Deep second-degree burn to a leg	4
Third-degree burn to a leg	5

**Multiple or extensive burns**

Burn(s) covering less than 10% of the body	
see the specific region	
Burns covering 10% to 19% of the body	6
Burns covering 20% to 29% of the body	6
Burns covering 30% to 39% of the body	6
Burns covering 40% to 49% of the body	6
Burns covering 50% to 59% of the body	6
Burns covering 60% to 69% of the body	6
Burns covering 70% to 79% of the body	6
Burns covering 80% to 89% of the body	6
Burns covering 90% to 99% of the body	6

**· Contusions where skin is not broken**

Multiple-site contusions	1
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**Head - face and neck**

Contusion of the face, scalp and/or neck	1
Contusion of the eyelid and/or the periorcular region	1
Contusion of orbital tissue	see Title II: Face
Contusion of the eyeball	see Title II: Face

**Trunk**

Breast contusion	1
Contusion of the front chest wall	1
Contusion of the abdominal wall	1
Contusion of the posterior wall of trunk	1
Contusion of genital organs	2
Multiple contusions to the trunk	1

**Arm**

Arm contusion(s)	1
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**Leg**

Leg contusion(s)	1
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**· Foreign bodies**

Cutaneous foreign bodies	see Superficial injuries
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**· Wounds**

Multiple-site wounds	2
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**Head, face and neck**

Tear of the eyelid and/or periorcular region, without impairment of the lacrimal ducts	2
Tear of the eyelid with impairment of the lacrimal ducts	see Title II: Face
Head wound, excluding face	2
Facial wound	2
Outer ear injury	2
Wound of the tympanum and/or eustachian tube	see Title II: Face
Eyeball wound	see Title II: Face



Traumatic shock (hypovolemic shock)	6
Post-operative shock	6
Coagulopathy	4
Peripheral vascular complications	4
Volkman's ischemic contracture	5
Reflex sympathetic dystrophy	6
Cerebral embolism	6
Pulmonary embolism	6
Traumatic subcutaneous emphysema	3
Psychotic state	4
Myocardial infarction	6
Infection of a wound	3
Post-operative infection	5
Lung failure	6
Kidney failure	5
Carbon monoxide poisoning	2
Pulmonary edema	5
Acute pericarditis	6
Compartmental syndrome	5
Paroxysmal tachycardia	6
Peptic ulcer	4

**SCHEDULE III***(Section 32, first paragraph)***LUMP SUM INDEMNITY TO SPOUSE OF DECEASED PERSON WHO IS A VICTIM**

Age of person who is a victim (years)	Factor
25 or less	1.0
26	1.2
27	1.4
28	1.6
29	1.8
30	2.0
31	2.2
32	2.4
33	2.6
34	2.8
35	3.0
36	3.2
37	3.4
38	3.6
39	3.8
40	4.0
41	4.2
42	4.4
43	4.6
44	4.8
45	5.0
46	4.8
47	4.6
48	4.4
49	4.2
50	4.0
51	3.8
52	3.6
53	3.4
54	3.2
55	3.0

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56	2.8
57	2.6
58	2.4
59	2.2
60	2.0
61	1.8
62	1.6
63	1.4
64	1.2
65 or over	1.0

**SCHEDULE IV***(Section 32, second paragraph)***LUMP SUM INDEMNITY TO DISABLED SPOUSE OF DECEASED PERSON WHO IS A VICTIM**

Age of person who is a victim (years)	Factor
45 or less	5.0
46	4.8
47	4.6
48	4.4
49	4.2
50	4.0
51	3.8
52	3.6
53	3.4
54	3.2
55	3.0
56	2.8
57	2.6
58	2.4
59	2.2
60	2.0
61	1.8
62	1.6
63	1.4
64	1.2
65 or over	1.0

**SCHEDULE V***(Section 33)***LUMP SUM INDEMNITY TO CHILD OR TO DEPENDANT OF DECEASED PERSON WHO IS A VICTIM**

Age of dependant (years)	Amount (\$)
Less than 1	64 618 \$
1	62 772 \$
2	60 925 \$
3	59 078 \$
4	57 230 \$
5	55 385 \$
6	53 542 \$
7	51 693 \$
8	49 848 \$
9	48 006 \$
10	46 155 \$
11	44 311 \$
12	42 463 \$
13	40 618 \$
14	38 772 \$
15	36 927 \$
16 or over	35 075 \$

**SCHEDULE VI***(Section 135 and 139)***CARE, TREATMENT AND PROFESSIONAL SERVICES PROVIDED BY PROFESSIONALS**

<b>1. Care and treatment:</b>	<b>Rate</b>
<b>Acupuncture</b>	
Acupuncture care administered by an acupuncturist, per session	\$54.00
<b>Chiropractic</b>	
Chiropractic treatment, per session, including cost of x-rays	\$40.50
<b>Occupational therapy</b>	
Treatment, per session	\$46.00
<b>Physiotherapy</b>	
Treatment, per session	\$47.00
<b>Podiatry</b>	
Per session	\$54.00
<b>Psychology</b>	
Psychological, psychotherapeutic and neuropsychological care, hourly rate	\$94.50
Drafting of report, hourly rate	\$94.50
<b>Home care</b>	
Chiropractic treatment, per session	\$63.00
Physiotherapy treatment, per session	\$50.00
Nursing care, per session	\$64.62
<b>2. Professional services:</b>	
<b>Occupational therapy</b>	
Initial evaluation	\$85.00
Reports	\$25.00
<b>Speech therapy</b>	

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Speech therapy (interview, record consultation), per session	\$32.00
Tests for speech reading due to deafness	\$32.00
Voice parameter tests	\$48.00
Expressive language tests	\$32.00
Receptive language tests	\$32.00
Phonetic inventory tests	\$16.00
Written language tests	\$64.00
Prosody tests	\$47.50
Complementary tests (such as praxia, math), per test	\$16.00
Issue of a speech therapy evaluation report	\$30.50
<b>Physiotherapy</b>	
Reports	\$25.00
<b>Psychosocial follow-up</b>	
Health professional, hourly rate	\$94.50
Drafting of report, hourly rate	\$94.50

**SCHEDULE VII***(s. 153)***AUDIO PROSTHETICS AND AUDIOLOGY SERVICES****Professional Services****Audiology**

Audiological evaluation	\$100.00
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**Audio prosthetics**

Audio prosthetics evaluation, on prior authorization from the minister	
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Maximum of 2 evaluations per 5-year period, per person who is a victim	\$62.36
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Professional services provided in the first year after purchase of a hearing device, per device	\$749.11
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CROS-BiCROS programming on purchase	\$200.00
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Reprogramming by a hearing aid acoustician following repair of a CROS-BiCROS system	\$85.58
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Remake, payable once per year if more than one year has elapsed since purchase of the device	\$88.69
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Repair, payable once per year per device if more than one year has elapsed since purchase of the device	\$88.69
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Professional services provided in the first year after purchase of a hearing device, if provided by a hearing aid acoustician other than the acoustician having supplied the device, owing to the person who is a victim's change of place of residence	\$56.73
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Professional services provided for fitting if the person who is a victim dies before the device is supplied	\$121.95
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The costs for the adjustment of a hearing device are reimbursable up to an amount of \$165.00 per year per device per person who is a victim. The costs cover the following, payable up to the following amounts:

Cleaning of a hearing device, payable if more than 12 months have elapsed since purchase of the device and not payable if the cleaning is done at the time of a remake or repair or within 30 days thereafter

The cleaning may be done by a person under the supervision of the hearing aid acoustician \$22.17

Electroacoustic analysis, payable if more than 12 months have elapsed since purchase of the device and not payable if the analysis is done at the time of a remake or repair or within 30 days thereafter \$36.59

Reprogramming, payable if more than 12 months have elapsed since purchase of the device and not payable if done at the time of a remake or repair or within 30 days thereafter \$27.71

Insertion gain, payable only if more than 12 months have elapsed since purchase of the device and not payable if the service is provided at the time of a remake or repair or within 30 days thereafter \$33.25

Impression taking

— On purchase of a device \$26.01

— As of the second year following purchase of a device \$13.26

The costs for the repair or replacement of a hearing device accessory are reimbursable up to a total annual amount of \$195.00

The repairs may be done by a person under the supervision of the hearing aid acoustician.

The repair costs consist of the following, including the related products and professional services, and are payable up to the following amounts:

Conduction tube without speaker (slim tube) for open-fit hearing aids \$5.00

Earmolds for conduction tube without speaker (dome receiver) for open-fit hearing aids \$5.00

Earmolds for conduction tube with speaker (rite dome) for open-fit hearing aids

Microphone protection covers \$5.00

Cerumen guard (pack) \$10.00

Conduction tube with speaker (rite receiver) for open-fit hearing aids \$75.00

Other replacement parts such as battery holders, covers, etc.	\$5.00
Custom earmold for behind-the-ear hearing aid, maximum price	\$45.00

**Hearing device maintenance costs:**

The costs for the maintenance of a hearing device are reimbursable up to a total annual amount of \$110.00 per person who is a victim.

The maintenance costs consist of the following, and are payable up to the following amounts:

	Unit rate
Telephone ear pad, per pad	\$10.00
Insertion cream, for a minimum 15 ml format	\$10.00
Cleansing tablets, pack of 20 tablets	\$10.00
Dehumidifier	\$15.00
Intranet/cleaner, for a minimum 60 ml format	\$15.00
Soothing anti-itch cream, for a minimum 15 ml format	\$15.00

**Other accessories for hearing device maintenance:****Earmold blower:**

	Tarif unité
Earmold blower, once per 5 years per person who is a victim	\$15.00

**Batteries:**

	Tarif unité
Zinc air batteries, per hearing device, maximum of 100 batteries per year	

Remote control battery, maximum of one battery per year	\$5.00
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Zinc air batteries for a CROS-BiCROS system, maximum of 100 batteries per year	\$1.00
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**SCHEDULE VIII**

(ss 95, 96, 97 and 99)

**EVALUATION GRID OF THE NEED FOR PERSONAL HOME ASSISTANCE****1. GENERAL INFORMATION**

**1.1 Person who is a victim's identity:**

Surname: \_\_\_\_\_ Given Name: \_\_\_\_\_

No: \_\_\_\_\_ Date of birth: \_\_\_\_\_ S.I.N.: \_\_\_\_\_  
year month day

Address: \_\_\_\_\_  
(No) (Street)

\_\_\_\_\_ (Municipality) \_\_\_\_\_ (Postal Code)

Telephone area code \_\_\_\_\_ Date of occurrence year month day \_\_\_\_\_

**1.2 Type of evaluation:**

Initial  Periodical reevaluation  Change in   
 since year month day situation

Where the situation has changed, state any new developments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**1.3 Person who is a victim's medical check-up:**

Diagnosis: \_\_\_\_\_  
 \_\_\_\_\_

Date of consolidation: Expected Yes \_\_\_\_\_ Known year month day \_\_\_\_\_  
 No \_\_\_\_\_

Permanent physical or mental impairment: Expected   
 Confirmed  \_\_\_\_\_%

Description of permanent functional disability: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**1.4 Person who is a victim's home situation:**

Resides alone  Lives with spouse, relative or friend

Dependants No  Adaptation of home Yes   
 Yes  No

Number and ages: \_\_\_\_\_ in progress or yet to come

**2. EVALUATION OF PERSONAL CARE AND HOME ASSISTANCE NEEDS**

**2.1 Table of evaluation of assistance needs:**

	A- Complete assistance required		
	B- Partial assistance required		
	C- No assistance required		
	D- No points Enter D-1, D-2 or D-3		
Getting out of bed	3	1.5	0
Going to bed	3	1.5	0
Washing	5	2.5	0
Dressing	3	1.5	0
Undressing	3	1.5	0
Bladder relief	3	1.5	0
Bowel movements	3	1.5	0
Eating	5	2.5	0
use of home facilities	4	2	0
Preparation of breakfast	2	1	0
Preparation of lunch	4	2	0
Preparation of dinner	4	2	0
Light housekeeping	1	0.5	0
House cleaning	1	0.5	0
Laundry	1	0.5	0
Shopping	3	1.5	0
<b>Total</b>	<b>/48 points</b>		

Circle the points corresponding to the assistance needs for performing each of the following activities or tasks



**2.3 Table for determining the monthly amount of personal home assistance for personal care and home assistance**

The total points obtained after the evaluation of each item in Table 2.1 correspond to a percentage, shown below, that applies to the maximum monthly amount of assistance prescribed by this Regulation. The Minister determines the amount of assistance for personal care and home assistance by multiplying the maximum monthly amount by that percentage.

On 1 January of each year, the Minister revalorizes the amount of assistance, adjusted where applicable under this Regulation, by multiplying the maximum amount of assistance, as revalorized at that date in accordance with the obtained is rounded off to the nearest dollar.

<b>Total points</b>	<b>Percentage</b>	<b>Total points</b>	<b>Percentage</b>
0 - 2	0.0%	24.5 - 28	56.5%
2.5 - 4	4.3%	28.5 - 32	65.2%
4.5 - 8	13.0%	32.5 - 36	73.9%
8.5 - 12	21.7%	36.5 - 40	82.6%
12.5 - 16	30.4%	40.5 - 44	91.3%
16.5 - 20	39.1%	44.5 - 48	100%
20.5 - 24	47.8%		

**Results to be carried over to section 4 entitled "Summary".**

**2.4 Description of items evaluated:**

- Getting out of bed: the ability to get out of bed unassisted, taking into consideration, where applicable, the use of an orthosis, a prosthesis or a technical aid or adaptation of the residence.
- Going to bed: the ability to get into bed unassisted, taking into consideration, where applicable, the use of an orthosis, a prosthesis or a technical aid or adaptation of the residence.
- Washing: the ability to wash oneself unassisted, without taking into consideration the ability to use a bathtub or a shower. This includes basic selfcare such as hair grooming, shaving and applying make-up.
- Dressing: the ability to dress oneself unassisted, including outdoor clothing.
- Undressing: the ability to undress oneself unassisted, including outdoor clothing.
- Bladder relief: the ability to relieve one's bladder by the unassisted use, where applicable, of special equipment for that purpose.
- Bowel movements: the ability to relieve one's bowels by the unassisted use, where applicable, of special equipment for that purpose.
- Eating: the ability to lift properly prepared food from the plate to one's mouth unassisted, by using, where applicable, special equipment for that activity.
- Use of home facilities: the ability to use, unassisted, common household appliances and devices such as bathroom facilities, the telephone and television, taking into consideration, where applicable, the use of a technical aid or adaptation of the residence.
- Preparation of breakfast, lunch and dinner: the ability to prepare meals and to wash dishes. Preparation of each meal is evaluated separately.
- Light housekeeping: the ability to perform, unassisted, regular housekeeping activities such as dusting, sweeping, carrying out garbage cans and making beds.
- Housecleaning: the ability to perform, unassisted, housecleaning activities such as cleaning the refrigerator and the oven, washing floors and windows, spring cleaning.
- Laundry: the ability to use, unassisted, appliances for washing and drying clothes, including activities related thereto such as folding, ironing and putting away clothes.
- Shopping: the ability to use, unassisted, the facilities required to make the necessary purchases of groceries, hardware, pharmaceuticals, or to use public services such as banking and postal services, taking into consideration, where applicable, the use of a technical aid or adaptation of the residence.

**3. EVALUATION OF SUPERVISION NEEDS**

<b>3.1 Table OF EVALUATION OF SUPERVISION NEEDS:</b>				
<b>Higher cerebral functions</b>	<b>A- Clause supervision required</b>			
	<b>B- Moderate supervision required</b>			<b>D- No points</b> Enter D-1, D-2 or D-3
	<b>C- No supervision required</b>		<b>D- No points</b> Enter D-1, D-2 or D-3	
	<b>2</b>	<b>1</b>		
Memory	2	1	0	
Temporal orientation	2	1	0	
Spatial orientation	2	1	0	
Communication	2	1	0	
Self-control	2	1	0	
Contact with reality	2	1	0	

**Supervision needs**  
**A: Close supervision required:**  
 The occurrence has altered this higher cerebral function and the person who is a victim must usually be kept under constant supervision except in certain daily situations where he may be left alone.  
**B: Moderate supervision required:**  
 The occurrence has altered this higher cerebral function and the person who is a victim must be supervised in certain daily situations. He or she may be left alone outside of those daily situations. Those situations are foreseeable and probable on a daily basis.  
**C: No supervision required:**  
 The occurrence has not significantly altered the person who is a victim's abilities with respect to this higher cerebral function and he requires no supervisions or only in occasional or unforeseeable circumstances.  
**D: No points:** (enter D-1, D-2 or D-3)  
 Even though the person who is a victim is incapable of performing the activity or task and even though he or she may be eligible for personal care assistance, no points are granted for one of the following reasons:  
 D-1: The person who is a victim already had significant difficulties before the occurrence.  
 D-2: The need is already covered by a specialized resource or other rehabilitation measure.  
 D-3: Another reason explained in section 3.2 "Explanations or comments".

**3.2 Explanations or comments:**

(specify the activities affected, the ability to stay by oneself for a few hours or a day and the degree of supervision required)

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**3.3 Table for determining the monthly amount of personal home assistance for supervision needs**

A single score is assigned. The highest score (2, 1 or 0) is kept and corresponds to a percentage, shown below, that applies to the maximum monthly amount of assistance prescribed by this Regulation. By multiplying the maximum monthly amount by that percentage, the Minister determines the amount of personal home assistance for supervision needs, which is added to the amount determined in Table 2.3 (subject to the maximum amount prescribed by this Regulation).

On 1 January of each year, the Minister revalorizes the amount of assistance, adjusted where applicable under this Regulation, by multiplying the maximum monthly amount of assistance, as revalorized on that date in accordance with the Act, by the percentage corresponding to the total of points. The product thus obtained is rounded off to the nearest dollar.

Score	Percentage
0	0.0%
1	13.0%
2	39.1%

**Results to be carried over to section 4 entitled "Summary".**

**3.4 Description of items evaluated****Higher cerebral functions:**

- Memory: the ability to recall very recent events such as a running bath or something cooking on the stove, recent events such as an activity that took place a few hours earlier or more distant events such as paying one's rent, and the ability to act accordingly.
- Temporal orientation: the ability to situate oneself in the context of passing hours and days such that one can follow a schedule and keep appointments, and the ability to act accordingly.
- Spatial orientation: the ability to situate oneself in a known or familiar environment such that one can find the rooms in a house, recognize one's address and find one's way around the neighbourhood, and the ability to act accordingly.
- Communication: the ability to express one's needs in a comprehensible manner, verbally, in writing, with gestures and with sounds and to understand simple orders and instructions in everyday life, and the ability to act accordingly.
- Self-control: the ability to behave appropriately in terms of the surroundings or the people present and to control one's impulses or inhibitions so as to avoid placing oneself or others in a dangerous or socially unacceptable situation.
- Contact with reality: the ability to analyze and solve problems of everyday life and to make reasonable, safe and opportune decisions on the social, financial and personal level.

**4. SUMMARY****Scores and amounts determined:**

Assistance needs: \_\_\_\_\_/48 points \$ \_\_\_\_\_

Supervision needs (0, 1 or 2): \_\_\_\_\_ points + \$ \_\_\_\_\_

**Total monthly amount of assistance granted:**

\$ \_\_\_\_\_

*(may not exceed the maximum amount provided for by this Regulation)***Evaluation covering the period:**

**From** \_\_\_\_\_ **To** \_\_\_\_\_

year month day                      year month day

Personal assistance services given by: \_\_\_\_\_

Evaluation made by (name of rehabilitation counsellor):

\_\_\_\_\_ **Date** \_\_\_\_\_

year month day

Resource persons consulted: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE IX**

(ss 95, 96, 97 and 99)

**EVALUATION GRID OF THE NEED FOR PERSONAL HOME ASSISTANCE FOR A PERSON UNDER THE AGE OF 16****SCHEDULE IX**

(sections 94, 95, 96 and 98)

**EVALUATION GRID OF THE NEED FOR PERSONAL HOME ASSISTANCE FOR A PERSON UNDER THE AGE OF 16****Weighting of personal assistance needs by chronological age****Preamble**

Children, like all other persons who are victims, are assessed on the basis of the actual loss of autonomy resulting from the injuries or sequelae caused by a criminal offence.

However, the ability to complete an activity autonomously, like the need for supervision, depends on a child's learning and maturity at a given chronological age.

In general, a child is assessed by comparing their abilities with those of a child of the same age. This comparison takes into account the responsibilities generally assumed by parents during the periods when the child is still dependent on their parents and continuing to learn.

**Weighting of personal activities by age**

For each activity, two (2) criteria are selected: the age when learning begins, and the age at which functional autonomy is achieved. The age when learning begins is when the child still needs partial assistance from their parents, but is becoming autonomous. The age at which functional autonomy is achieved is when the child no longer needs sustained assistance from their parents and must be assessed as an adult.

These distinctions are important for weighting purposes. A child who is in a learning period (age) needs partial assistance from their parents, and the Minister does not need to take on a responsibility that is generally assumed by the parents.

**Using the weighting table for a child's personal assistance needs  
Weighting of assistance needs by chronological age (Grid A)**

Table of personal assistance needs by chronological age														
Activity	Age													
	0:0	0:6	1:0	1:6	2:0	2:6	3:0	3:6	4:0	4:6	5:0	5:6	6:0	6:6
	Weighting													
Getting out of bed														
Dressing														
Bodily hygiene														
Excretory hygiene	Totally dependent  on parents									Person who is a victim assessed as an adult				
Undressing														
Getting into bed														
Eating														
Using commodities in the home and surroundings														

If a child's age is to the left of the shaded fields, the child is not entitled to assistance, since they are still totally dependent on their parents.

If a child's age is to the right of the shaded fields, the child is assessed as an adult, since they have acquired the skills needed to be independent.

If a child's age is in the shaded fields, the child is assessed on the basis that they are still dependent and a normal degree of assistance is expected from the parents. As a result, the child cannot be given a score corresponding to full assistance.

**No need for assistance**

Despite the injuries sustained, the child is able to perform the activity or has a need for assistance that is a responsibility of the parents or an adult.

Partial need for assistance

The child is not able to perform the part of the activity they could previously perform and therefore needs partial assistance to perform the activity that is no longer a responsibility of the parents or an adult.

**Interpretation of the activity assessed, by age group**

- ◆ **Getting out of bed and getting into bed (criterion selected: go up / down stairs)**

2 years, 6 months and older: the child is able to go up or down stairs alone, without supervision.

18 months to 2 years, 6 months: the child is learning to go up or down stairs.

0 to 18 months: the child needs constant supervision to go up or down stairs and is dependent on the parents.

◆ **Dressing and undressing**

6 years and older: the child is able to put on and take off most indoor and outdoor clothing, and to tie laces.

2 years to 6 years: from around the age of 2, the child participates actively in dressing and undressing. This is more than just cooperation.

0 to 2 years: the child is generally dressed and undressed by an adult. Undressing as a game is not considered.

◆ **Washing**

6 years, 6 months and older: the child washes suitably and completely without much supervision, but may need help with their hair, ears and back.

4 years, 6 months to 6 years, 6 months: at the start of this period, the child can wash their hands in an acceptable way without splashing the surroundings.

0 to 4 years, 6 months: the child relies on their parents and must generally be washed or supervised continuously.

◆ **Excretory hygiene**

4 years, 6 months and older: the child does to the toilet, uses toilet paper, washes their hands and flushes.

2 years, 6 months to 4 years, 6 months: the child asks to go to the toilet and is able to foresee the need to use the toilet. Accidents occur during the day and night. The child may forget to wipe or wash their hands.

0 to 2 years, 6 months: the child needs help from the parents.

◆ **Eating unaided**

2 years and older: the child is generally able to eat unaided.

1 year to 2 years: the child is learning to eat unaided, and is able to lift a spoon from the plate to their mouth with the clear intention of eating.

0 to 1 year: the child depends on an adult for eating.

◆ **Using commodities in the surroundings**

7 years and older: the child walks around the neighbourhood, and is able to cross a **busy** street without supervision at a crosswalk or traffic light.

2 years to 7 years: the child moves around the house, goes up and down stairs, and is aware of the use and layout of each room and its contents.

0 to 2 years: the child depends on continuous help from an adult to use the commodities in the surroundings.

#### **Weighting of household tasks**

For household tasks, 2 categories of persons who are victims have been determined who are minors, depending on whether or not they live with their family or in a similar setting.

##### **a) Person who is a victim aged under 16 living with their family or in a similar setting**

A "similar setting" is a setting that, for the person who is a victim, has the responsibilities generally assigned to parents.

A person who is a victim aged under 16 living with their family or in a similar setting does not have to take charge, regularly and continuously, of household tasks. As a result, household tasks are excluded from the assessment of the need for personal assistance.

##### **b) Person who is a victim aged under 16 years not living with their family or in a similar setting**

A person who is a victim aged under 16 years who does not generally live with their family is considered to have become independent at the time of the event, as is a person who is a victim who is not living with their family in order to pursue their studies. The person generally lives in a place that is not the family home.

The person must perform habitual household tasks because they are independent of their family.

**It is important to note** that for a person who is a victim aged under 16 years who attends an educational institution, assistance with household tasks is granted only during periods of school attendance.

#### **Weighting of the need for supervision by age**

A person's need for supervision varies depending on their chronological age. A child aged 2 needs permanent supervision from the parents to ensure their health and safety and promote their social integration.

On the other hand, a teenager does not generally need constant supervision from an adult.

As for the need for assistance, a distinction is made between the ages of dependency, learning and autonomy.

**Using the weighting table for a child's supervision needs**

**Weighting of supervision needs by chronological age (Grid B)**

Table of supervision needs due to neurological and mental sequelae by chronological age													
	Age												
Higher cerebral function	0:0	1.0	2.0	2.6	3.0	4.0	5.0	6.0	7.0	8.0	9.10	11.0	12.0
	Weighting												
Memory	Totally dependent on an adult						Person who is a victim assessed as an adult						
Temporal orientation													
Spatial orientation													
Communication													
Self-control													

If a child's age is to the left of the shaded fields, the child cannot be assessed, given that at that age the child is totally dependent on the parents or an adult.

If a child's age is to the right of the shaded fields, the child is assessed as an adult, since they have acquired the skills needed to be independent of their parents or an adult.

If a child's age is in the shaded fields, they are assessed on the basis that they need supervision because of their age and a normal degree of assistance is expected from the parents or an adult. As a result, the child cannot be given a score corresponding to full supervision.

**No need for supervision**

Despite the injuries sustained, the child's need for supervision is no different from the supervision generally expected from the parents or an adult for a child of the same age.

**Need for light supervision**

The injuries sustained are such that more supervision is needed than the supervision generally expected from the parents or an adult for a child of the same age.

**Need for moderate supervision**

The injuries sustained are such that full supervision is needed for the part of an activity that is generally not supervised by the parents or an adult.

**Interpretation of the functions assessed, by age group**

- ◆ **Memory**

6 years and older: the child has developed the ability to use memory and their own memory methods.

2 years to 6 years: the child uses memory, but needs guidance because they have not yet developed their own memory methods.

0 to 2 years: the child discovers their environment, explores and returns to interesting objects.

◆ **Temporal orientation**

6 years and older: the child can tell the difference between a day, a week, an hour and a minute. They associate events in time.

5 to 6 years: the child differentiates between morning and afternoon, minutes and hours.

0 to 5 years: the child is acquiring an understanding of time, learning to tell the time, etc.

◆ **Spatial orientation**

7 years and older: the child walks around the neighbourhood, and is able to cross a busy street safely without supervision at a crosswalk or traffic light.

2 years to 7 years: the child moves around the house, knows the rooms in the house and their use, and can move around outside without crossing the road and while remaining in sight.

0 to 2 years: the child depends on an adult.

◆ **Communication**

6 years and older: the child has reached a level of expressive and receptive language comparable to that of an adult.

2 years to 6 years: the child understands simple orders and is learning to express needs.

0 to 2 years: the child needs to be understood or interpreted by an adult, and needs many reminders of simple instructions.

◆ **Self-control**

12 years and older: the child is aware of most social practices and moral values and has assimilated or is assimilating them.

2 years, 6 months to 12 years: the child may be reasoned with verbally and is acquiring social skills.

to 2 years, 6 months: the child is dependent, obeys adults and follows their wishes.

**SCHEDULE X**

(ss. 96, 140, 144 and 145)

**TECHNICAL AIDS AND OTHER COSTS****TECHNICAL AIDS**

## 1. Locomotive apparatus:

1° the cost of acquiring, renewing or leasing canes, crutches, walkers and their accessories;

2° the cost of leasing a manually propelled wheelchair;

3° the cost of leasing a motorized wheelchair where the person who is a victim is unable to use his upper limbs to move the wheelchair or where the health professional of the person who is a victim attests that it is contraindicated for them to use a manually propelled wheelchair.

## 2. Daily life aids:

1° **Adapted objects:**

The cost of purchasing aids for eating, dressing, personal hygiene care or household activities, made or modified for use by a person who is a victim having sustained an interference with his or her integrity; such aids include jar openers, stocking-pullers, long-handled combs or brushes, buttoners or other similar objects;

2° **Transfer aids:**

The cost of leasing the following transfer aids:

a) hydraulic, electrical or mechanical patient lifters;

b) seat lifters for the bathtub;

c) armchairs for the bath and shower;

3° **Bathroom apparatus:**

a) The cost of purchasing the following bathroom apparatus:

i. bedpans;

ii. urinals;

iii. elevated toilet seats;

iv. safety handles and grabs;

b) The cost of leasing the following apparatus:

i. commodes and their accessories;

ii. shower chairs;

**4° Hospital beds and accessories:**

The cost of leasing a hospital bed and its accessories, namely, bedboards, a bed table, a bed cradle, a trapeze and a footstool.

The cost of leasing an electrical hospital bed is assumed only where the person who is a victim has no-one to position his bed for them and they are capable of positioning an electric bed by themselves.

3. Therapeutic aids:

1° Transcutaneous nerve stimulators (T.E.N.S.);

2° The cost of purchasing epidural and intra-thalamic nerve stimulators;

The cost of purchasing those apparatus;

3° Other therapeutic aids:

The cost of purchasing the following therapeutic aids:

a) accessories for the prevention and treatment of bed sores such as a sheepskin, a mattress and a cushion, an elbow pad, a foot-drop splint, a heel pad and a donut;

b) corsets, collars and splints;

c) exercise equipment such as the following, used in the home as part of an active occupational therapy or physiotherapy program: exercise balls, a balloon, an elastic band, plasticine, a system of pulleys for shoulder ankylosis, weights for the wrist or ankle, a sandbag with a velcro fastener, a fixed resistance exercise apparatus, and a set of light weights under 5 kg;

d) compressive clothing;

- e) lumbar belts and hernia bandages;
- f) cervical traction devices with dead weights;
- g) intrathecal pumps;

The cost of leasing the following aids:

- a) muscular nerve stimulators;
- b) osteosynthesis apparatus;
- c) continuous passive motion machines (C.P.M.).

#### 4. Communication aids:

1° the cost of purchasing:

- a) imagers;
- b) communication boards;

2° Any other technical communication aid on prior authorization by the Minister.

### **OTHER COSTS**

#### 5. Extricating equipment:

The cost of using extricating equipment where the person who is a victim's condition so requires because of an interference with his or her integrity following a criminal offence.

The costs incurred for the use of extricating equipment are refundable, up a maximum of \$360. Where the distance to be travelled is more than 50 km, the refund is increased by a maximum of \$1,75 per kilometre travelled to transport the extricating equipment to the site of the perpetration of the criminal offence.

#### 6. Long distance calls:

The long distance calls made by a person who is a victim admitted to and sheltered in an institution within the meaning of the Act respecting health services and social services (chapter S-4.2) or the Act respecting health services and social services for Cree Native persons (chapter S-5), because of an interference with his or her integrity up to a maximum of \$10 per week insofar as the person who is a victim is sheltered.

**SCHEDULE XI**

(ss. 193, 198, and 210)

**TRAVEL AND LIVING EXPENSES AND AMOUNTS PAYABLE****Nature of expenses: amount payable**

- Public transport: actual cost;
- Authorized remunerated passenger transportation by automobile: actual cost;
- Authorized personal vehicle: \$0.490 per km;
- Unauthorized personal vehicle and remunerated passenger transportation by automobile: \$0.145 per km;
- Parking and toll costs: actual cost;
- Meals: up to:  
breakfast: \$10.40, lunch: \$14.30, dinner: \$21.55;
- Hotel accommodation: up to:  
Island of Montréal: \$126 to \$138 per night, Communauté métropolitaine de Québec: \$106 per night, Cities of Laval, Gatineau and Longueuil: \$102 to \$110 per night, Elsewhere in Québec: \$83 to \$87 per night; Plus an allowance of \$5.85 for each day of travel with hotel accommodation;
- Lodging at the home of a relative or friend: \$22.25 per night;
- Allowance for travel and living expenses incurred for purposes of training or retraining: up to a maximum weekly allowance of \$450.

105114

**Draft Regulation**

Act to promote the protection of persons by establishing a framework with regard to dogs (chapter P-38.002)

**Information that must be provided by a local municipality pursuant to section 8 of the Act to promote the protection of persons by establishing a framework with regard to dogs**

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting the information that must be

provided by a local municipality pursuant to section 8 of the Act to promote the protection of persons by establishing a framework with regard to dogs, appearing below, may be made by the Minister of Agriculture, Fisheries and Food on the expiry of 45 days following this publication.

The draft Regulation specifies the information that a local municipality referred to in the Act to promote the protection of persons by establishing a framework with regard to dogs (chapter P-38.002) must provide to the Minister of Agriculture, Fisheries and Food and sets out the procedure for sending that information.

The draft Regulation concerns local municipalities, not enterprises. It has no impact on enterprises.

Further information on the draft Regulation may be obtained by contacting Isabelle Côté, Direction de la salubrité alimentaire et du bien-être des animaux, Ministère de l'Agriculture, des Pêcheries et de l'Alimentation, 200, chemin Sainte-Foy, 11<sup>e</sup> étage, Québec (Québec) G1R 4X6; telephone: 418 380-2100, extension 3173; email: Isabelle.Cote@mapaq.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Christine Barthe, Assistant Deputy Minister, Sous-ministériat à la santé animale et à l'inspection des aliments, 200, chemin Sainte-Foy, 12<sup>e</sup> étage, Québec (Québec) G1R 4X6.

ANDRÉ LAMONTAGNE  
*Minister of Agriculture, Fisheries and Food*

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## **Regulation respecting the information that must be provided by a local municipality pursuant to section 8 of the Act to promote the protection of persons by establishing a framework with regard to dogs**

Act to promote the protection of persons by establishing a framework with regard to dogs (chapter P-38.002)

**1.** A local municipality must, not later than 15 May of each year, provide the following information for the preceding calendar year using the form prescribed by the Minister:

(1) the number of reports it has received in accordance with sections 2 and 3 of the Regulation respecting the application of the Act to promote the protection of persons by establishing a framework with regard to dogs (chapter P-38.002, r. 1) from:

- (a) a veterinary surgeon; or
- (b) a physician;

(2) the number of dogs that underwent an examination by a veterinary surgeon during the year pursuant to section 5 of the Regulation;

(3) the number of dogs that the local municipality declared potentially dangerous during the year pursuant to sections 8 and 9 of the Regulation;

(4) the number of dogs that the local municipality ordered to have euthanized during the year under an order made pursuant to the first paragraph of section 10 of the Regulation;

(5) the number of dogs that the local municipality ordered to have euthanized during the year under an order made pursuant to subparagraph 2 of the first paragraph of section 11 of the Regulation;

(6) the total number of dogs registered pursuant to section 16 of the Regulation and the number of dogs :

- (a) weighing 20 kg or more; and
- (b) declared potentially dangerous.

A local municipality that adopted a regulation referred to in section 7 of the Act to promote the protection of persons by establishing a framework with regard to dogs that prescribes stricter standards must indicate that on the form.

For the purposes of section 1, a reference to a provision of the Regulation respecting the application of the Act to promote the protection of persons by establishing a framework with regard to dogs must be considered a reference to the corresponding provision of a municipal by-law referred to in section 7 of the Act that prescribes stricter standards (chapter P-38.002).

**2.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105099

## Draft Regulation

Act to establish a new development regime for the flood zones of lakes and watercourses, to temporarily grant municipalities powers enabling them to respond to certain needs and to amend various provisions (2021, chapter 7)

Pesticides Act  
(chapter P-9.3)

Environment Quality Act  
(chapter Q-2)

### **Temporary implementation of the amendments made by Chapter 7 of the Statutes of 2021 in connection with the management of flood risks — Amendment**

#### **Activities in wetlands, bodies of water and sensitive areas**

#### **Regulatory scheme applying to activities on the basis of their environmental impact**

#### **Agricultural operations**

#### **Pesticides management**

Notice is hereby given, in accordance with sections 10, 12 and 13 of the Regulations Act (chapter R-18.1), that the Regulation respecting the temporary implementation of the amendments made by chapter 7 of the Statutes of 2021 in connection with the management of flood risks, appearing below, may be made by the Government on the expiry of 30 days from the date of publication.

The draft Regulation implements a temporary framework for the management of bodies of water to replace the Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains (chapter Q-2, r. 35) and terminates the special planning zone defined by the government in Order in Council 817-2019 dated 12 July 2019, as amended by the Orders of the Minister of Municipal Affairs and Housing dated 2 August 2019, 23 August 2019, 25 September 2019, 23 December 2019 and 12 January 2021, and by Order in Council 1260-2019 dated 18 December 2019.

The draft Regulation makes certain activities subject to the issuance of an authorization by the relevant municipality for work, constructions or other interventions carried out in bodies of water, and sets the conditions that apply to an application for authorization. It also determines the flood zones subject to the new framework until the boundaries of flood zones are established in accordance with sections 46.0.2.1 to 46.0.2.3 of the Environment Quality Act (chapter Q-2), as introduced by section 88

of Chapter 7 of the Statutes of 2021, and specifies the obligation for municipalities of accounting for the authorizations they issue.

The draft Regulation includes amendments to the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, the Agricultural Operations Regulation (chapter Q-2, r. 26) and the Pesticides Management Code (chapter P-9.3, r.1).

The Regulation respecting activities in wetlands, bodies of water and sensitive areas is amended with respect to certain standards applicable to work, constructions and other interventions carried out in bodies of water, and adds new standards. The Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact is amended to change some of the conditions that apply to activities carried out in bodies of water and adds new activities eligible for a declaration of compliance pursuant to section 31.0.6 of the Environment Quality Act as well as new activities exempted from ministerial authorization pursuant to section 31.0.11 of the Act. The Agricultural Operations Regulation and Pesticides Management Code are amended to allow the spreading of pesticides and fertilizer in certain bodies of water and to set conditions for such activities.

The draft Regulation includes interpretive provisions to ensure concordance in several regulations that use obsolete terminology, and adds measures to ensure the transition to the new framework for activities already under way. More specifically, it includes a rule that makes it possible to maintain the standards applicable to the special planning zone covering the territories of Municipalité de Sainte-Calumet, Ville de Deux-Montagnes and Ville de Sainte-Marthe-sur-le-Lac.

Study of the regulatory impacts shows that for the territories in the special planning zone, the draft Regulation relaxes the standards applicable to the activities of citizens, enterprises including SMEs, and municipalities in the flood zones of lakes and watercourses. In other territories, the rules introduced by the draft regulation will be slightly more restrictive than the rules in the Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains. Given that the aim of the draft Regulation is to protect persons and property and the quality of the environment, its requirements are not specifically adapted to the needs of SMEs.

The draft Regulation may be enacted within a lesser time limit than the 45-day limit set in section 11 of the Regulations Act, more specifically within 30 days as mentioned above, pursuant to the second paragraph of section 135 of chapter 7 of the Statutes of 2021.

Further information on the draft Regulation may be obtained by contacting Nathalie Lafontaine, team leader for land use planning and the hydrous environment, Ministère de l'Environnement et de la Lutte contre les changements climatiques, édifice Marie-Guyart, 8<sup>e</sup> étage, 675, boulevard René-Lévesque Est, Québec (Québec) G1R 5V7; telephone: 418 521-3885, extension 4881; email: nathalie.lafontaine@environnement.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 30-day period to Caroline Robert, Director, Direction de l'aménagement, du milieu hydrique et de l'agroenvironnement, Ministère de l'Environnement et de la Lutte contre les changements climatiques, édifice Marie-Guyart, 8<sup>e</sup> étage, 675, boulevard René-Lévesque Est, Québec (Québec) G1R 5V7; email: caroline.robert@environnement.gouv.qc.ca.

BENOÎT CHARETTE  
*Minister of the Environment  
and the Fight Against  
Climate Change*

ANDRÉE LAFOREST  
*Minister of Municipal  
Affairs and Housing*

## **Regulation respecting the temporary implementation of the amendments made by chapter 7 of the Statutes of 2021 in connection with the management of flood risks**

Act to establish a new development regime for the flood zones of lakes and watercourses, to temporarily grant municipalities powers enabling them to respond to certain needs and to amend various provisions (2021, chapter 7, s. 135)

Pesticides Act  
(chapter P-9.3, ss. 101, 105 and 107)

Environment Quality Act  
(chapter Q-2, ss. 31.0.6, 31.0.7, 31.0.11, 95.1, 115.27, 115.28, 115.34, 115.47, 118.3.5 and 124.1; 2021, chapter 7, ss. 87 and 90)

### **CHAPTER I MUNICIPAL AUTHORIZATION FOR ACTIVITIES CARRIED OUT IN BODIES OF WATER**

**1.** The object of this Chapter is to temporarily establish measures to facilitate the coming into force of some of the provisions of the Act to establish a new development regime for the flood zones of lakes and watercourses, to temporarily grant municipalities powers enabling them to respond to certain needs and to amend various provisions (2021, chapter 7).

To complement the rules set out in the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, this Chapter introduces a requirement, for some of the activities carried out in a body of water that are exempted pursuant to Chapter I of Title IV of Part II of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental, enacted by Order in Council 871-2020 dated 19 August 2020, to obtain prior authorization from the municipality concerned.

**2.** This Chapter applies to all lakes and watercourses and to their shores and banks.

It also applies to all flood zones of a lake or watercourse and all zones deemed to be flood zones pursuant to section 4 of the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, the boundaries of which are, on 23 June 2021, shown by one of the following means, giving priority to the most recent map or most recent flood elevation, as the case may be:

(1) a map approved under an agreement on mapping and flood zone protection between the Québec government and the Government of Canada;

(2) a map published by the Québec government;

(3) a map included in a land use and development plan or interim control by-law;

(4) the 20 year or 100 year, or both, flood recurrence levels established by the Québec government;

(5) the 20 year or 100 year, or both, flood recurrence levels referred to in a land use and development plan or interim control by-law;

(6) any perimeter indicated on a map mentioned in Schedule 2 to Order in Council 817-2019 dated 12 July 2019, as amended by the orders made by the Minister of Municipal Affairs and Housing dated 2 August 2019, 23 August 2019, 25 September 2019, 23 December 2019 and 12 January 2021, and by Order in Council 1260-2019 dated 18 December 2019, excluding the territories listed in Schedule 4 to that Order in Council.

In the event of a conflict in the application of the various documents mentioned in the second paragraph, the most recent flood elevation must be used to delimit the area of a flood zone.

**3.** This Chapter applies, in particular, to a reserved area or agricultural zone established pursuant to the Act respecting the preservation of agricultural land and agricultural activities (chapter P-41.1).

**4.** For the purposes of this Chapter, unless the context indicates a different meaning,

“public body” means every body to which the government or a minister appoints the majority of the members, to which, by law, the personnel is appointed in accordance with the Public Service Act (chapter F-3.1.1), or at least half of whose capital stock is derived from the Consolidated Revenue Fund; (*organisme public*)

“flood zone” means an area likely to be occupied by a lake or watercourse during periods of flooding, the boundaries of which are established in accordance with section 2. (*zone inondable*)

**5.** Unless otherwise provided for, for the purposes of this Chapter,

(1) the expressions “watercourse”, “lakeshore” and “riverbank”, “body of water”, “public security establishment” and “public institution” have the meaning given in the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020;

(2) the expressions “boat shelter”, “professional” and “public road” have the meaning given in the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

(3) a reference to a flood zone excludes littoral zones, lakeshores and riverbanks;

(4) a reference to an area or length is a reference to the cumulative area or length for the type of environment affected by the activity;

(5) distances to or from a watercourse or lake are calculated horizontally from the boundary of the littoral zone;

(6) the construction of an infrastructure, works, building or equipment includes its siting, replacement, reconstruction, substantial modification and dismantling, and any initial tree-clearing work;

(7) a substantial modification includes a change to the structural or functional characteristics of an infrastructure, works, building or equipment; it also includes an enlargement, extension or prolongation;

(8) a stabilization works is a works to increase the mechanical resistance of the soil or an infrastructure and protect it against erosion and landslides, excluding the approaches and protection works for bridges and culverts which form an integral part of those structures, and retaining walls;

(9) a regional county municipality whose territory includes an unorganized territory is deemed to be a local municipality with respect to that territory.

## **DIVISION I**

### **ACTIVITIES REQUIRING MUNICIPAL AUTHORIZATION**

**6.** This Division does not apply to a municipality, government department or public body.

**7.** Every person who carries out one of the following activities in the littoral zone of a lake or watercourse must obtain prior authorization from the local municipality having jurisdiction in the territory in which the activity is to be carried out:

(1) the construction of a culvert with a total opening of no more than 4.5 m, on the conditions set out in section 327 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

(2) the construction of a stabilization works on an embankment, on the conditions set out in section 337 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(3) work to establish, modify or extend a pipe in a waterworks system, sewer system or storm water management system, or a ditch or outflow, on the conditions set out in section 338 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(4) the construction of a temporary, movable or ice bridge occupying a width of no more than 10 m on the bank or shore;

(5) the construction of a movable boat shelter, floating quay, open pile quay or wheeled quay with an area of no more than 20 m<sup>2</sup>, excluding the anchor points for a floating quay;

(6) the laying out of a water crossing for fording with a width of not more than 7 m;

(7) the construction of a structure or no more than 5 m in width to cross a watercourse, with no support or stabilization in the littoral zone.

**8.** Every person who carries out one of the following activities on the shore or bank of a lake or watercourse must obtain prior authorization from the local municipality having jurisdiction over the territory in which the activity is to be carried out:

(1) the construction of a road, on the conditions set out in section 325 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

(2) the construction of a culvert with a total opening of no more than 4.5 m, on the conditions set out in section 327 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(3) the construction of a slope stabilization works, on the conditions set out in section 337 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(4) work to establish, modify or extend a pipe in a waterworks system, sewer system or storm water management system, or a ditch or outflow, on the conditions set out in section 338 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(5) the construction of a temporary, movable or ice bridge occupying no more than 10 m on the bank or shore;

(6) the construction of a structure or no more than 5 m in width to cross a watercourse, with no support or stabilization in the littoral zone;

(7) the reconstruction of a residential building that has sustained damage, with the exception of damage connected with flooding, submersion or a landslide or resulting from coastal, shoreline or riverbank erosion, on the conditions set out in subparagraph 1 of the first paragraph and the second paragraph of section 340.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(8) the construction of accessory buildings and works for a residential building, including the necessary access, on the conditions set out in subparagraph 2 of the first paragraph and the second paragraph of section 340.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(9) the enlargement of a main residential building on the conditions set out in subparagraph 3 of the first paragraph and the second paragraph of section 340.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact.

**9.** Every person who carries out one of the following activities in the flood zone of a lake or watercourse must obtain prior authorization from the local municipality having jurisdiction over the territory in which the activity is to be carried out:

(1) the construction of a road on the conditions set out in section 325 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

(2) work to establish, modify or extend a pipe in a waterworks system, sewer system or storm water management system, or a ditch or outflow, on the conditions set out in section 338 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact;

(3) the construction of any building, on the conditions set out in section 328 and paragraph 5 of section 341 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact and, when carried out in a wetland located in a flood zone, the conditions set out in section 344 and paragraph 2 and 3 of section 345 of that Regulation.

## **DIVISION II**

### **PROVISIONS RELATING TO MUNICIPAL AUTHORIZATION**

**10.** Every application for authorization for an activity referred to in this Chapter must include, in addition to any document required by the local municipality having jurisdiction,

(1) the name and contact information of the person planning to carry out the activity and of that person's representative, if any;

(2) the cadastral designation of the lot on which the activity will be carried out or, if there is no cadastral designation, the most specific possible identification of the place where the activity will be carried out;

(3) a description of the planned activity;

(4) the location of the planned activity, including a delimitation of the bodies of water on the lot concerned and the area of land affected by the activity;

(5) a declaration by the applicant or the applicant's representative attesting to the compliance of the activity with the conditions applicable to the activity concerned, as set out in the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, and the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

(6) an attestation by the applicant or the applicant's representative that all the information and documents provided are accurate and complete.

**11.** The application for authorization must include

(1) when it concerns the relocation of a main residential building, a notice signed by a professional attesting that the relocation does not increase the exposure to ice;

(2) when it concerns the construction, excepting the dismantling, of a main building or on a road offering the only evacuation route for the occupants of a building the structure or part of the structure of which is located below the 100 year flood recurrence level, a notice, signed by a professional, showing that the building or road will be able to resist such a flood once the work is completed;

(3) when it concerns work on an existing main building for which the floodproofing measures provided for in section 38.8 of the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, cannot be respected, a notice signed by a professional attesting that backfilling is an appropriate floodproofing measure to replace the measures that cannot be applied and that the following conditions are met:

(a) the presence of backfill will not increase the exposure to flooding of any adjacent lots;

(b) the backfill ensures immediate protection for the building only and does not extend to the whole of the lot on which the building is located;

(c) the height of the backfill does not exceed the 100 year flood recurrence level;

(4) when the applicant wishes to benefit from the condition set out in the second paragraph of section 38.1 of the Regulation respecting activities in wetlands, bodies of water and sensitive areas for work on a road offering the only evacuation route for the occupants of a building, a notice signed by a professional showing that compliance

with the condition set out in the first paragraph of that section increases the exposure to flooding of lots adjacent to the road;

(5) when it concerns the reconstruction, substantial modification or relocation of a recognized or classified heritage immovable, including its protection area if any, of a declared heritage site under the Cultural Heritage Act (chapter P-9.002), or a building listed in an inventory carried out in accordance with section 120 of that Act,

(a) a copy of the authorization issued by the Minister of Culture and Communications, if applicable;

(b) the notice provided for in the second paragraph of section 38.10 of the Regulation respecting activities in wetlands, bodies of water and sensitive areas, if applicable;

(6) when it concerns work on a main residential building affected by a flood in a high-velocity zone, a notice, signed by a person with professional expertise in the field, showing that the damage sustained does not exceed one half of the new-build cost for the building, excluding accessory buildings and works that are detached, and improvements to the site. The cost must be established in accordance with Part 3E of the Manuel d'évaluation foncière du Québec, adjusted to 1 July of the year preceding the year in which the building was affected by the flood.

**12.** A local municipality issues authorization pursuant to this Regulation when the activity concerned meets the conditions applicable to it under the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020.

### DIVISION III RENDERING OF ACCOUNT

**13.** Every local municipality must keep a register of the authorizations it issues pursuant to this Regulation, specifying for each authorization

(1) the activity authorized;

(2) the type of body of water affected by the authorized activity, including the class of flood zone, if applicable;

(3) the surface area, in m<sup>2</sup>, of each type of body of water affected by the authorized activity.

The information in the register is public information and must be forwarded to the Minister on request, within the time and on the conditions the Minister specifies. The information must be kept for a period of at least 5 years.

**14.** Every local municipality must, not later than 31 January each year, forward to its regional county municipality the information recorded in its register of authorizations for the previous year.

**15.** Based on the information received pursuant to section 14, each regional county municipality must, not later than 31 March each year, publish a summary on its website setting out the following information for each local municipality in its territory and by type of body of water including the class of flood zone, if any,

(1) the number of authorizations issued pursuant to this Chapter;

(2) a list of the types of activities authorized;

(3) the total area of land, in m<sup>2</sup>, covered by all the authorizations issued.

The summary must be posted on the website of the regional county municipality for a period of at least 5 years.

**16.** For the purposes of this Division, adapted as required, every local municipality whose territory is not included in the territory of a regional county municipality is deemed to be a regional county municipality.

However, where the territory of a local municipality referred to in the first paragraph is included in the territory of an agglomeration within the meaning of the Act respecting the exercise of certain municipal powers in certain urban agglomerations (chapter E-20.001), the functions allocated in this Division to a regional county municipality come under the jurisdiction of the agglomeration.

#### **DIVISION IV** **ADMINISTRATIVE AND PENAL PROVISIONS**

**17.** A monetary administrative penalty of \$1,000 may be imposed on any municipality that

(1) fails to provide information or a document required under this Regulation or to comply with the time limits and procedure for filing, if no other monetary administrative penalty is provided for such a case;

(2) fails to keep the information and documents it is required to prepare or obtain for the required time;

(3) fails to keep the register provided for in section 13;

(4) fails to post the summary of authorizations as provided for in section 15.

**18.** Every municipality that

(1) fails to provide information or a document required under this Regulation or to comply with the time limits and procedure for filing, if no other sanction is provided for such a case;

(2) fails to keep the information and documents it is required to prepare or obtain for the required time;

(3) fails to keep the register provided for in section 13;

(4) fails to post the summary of authorizations as provided for in section 15;

commits an offence and is liable to a fine of \$3,000 to \$600,000.

**19.** Every person who fails to comply with any standard, condition, restriction, prohibition or requirement connected with an authorization issued by a municipality pursuant to this Regulation commits an offence and is liable, in the case of a natural person, to a fine of \$2,500 to \$250,000 and, in other cases, to a fine of \$7,500 to \$1,500,000.

**20.** Every person who

(1) makes a declaration, provides information or files a document that is false or misleading;

(2) carries out an activity without obtaining prior authorization issued by a municipality pursuant to section 7, 8 or 9;

commits an offence and is liable, in the case of a natural person, to a fine of \$5,000 to \$500,000 or, despite article 231 of the Code of Penal Procedure (chapter C-25.1), to a maximum term of imprisonment of 18 months, or to both the fine and imprisonment, or, in other cases, to a fine of \$15,000 to \$3,000,000.

#### **CHAPTER II** **PROVISIONS AMENDING THE RULES** **APPLICABLE TO THE CARRYING OUT OF** **CERTAIN ACTIVITIES IN WETLANDS AND** **BODIES OF WATER**

#### **REGULATION RESPECTING ACTIVITIES** **IN WETLANDS, BODIES OF WATER AND** **SENSITIVE AREAS**

**21.** Section 1 of the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, is

amended by striking out “, by the Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains (chapter Q-2, r. 35) and by municipal by-laws”.

**22.** Section 2 is amended

(1) by replacing the first paragraph by the following:

“Excluding sections 8, 8.1, 33.1, 33.2, 33.4, 35.1, 35.2, 36, 38.1 to 38.3, 38.5 to 38.7, 38.9 to 38.13, 42, 43.1, 46, 47, 48, 49 and 49.1, which apply generally to all types of activities, this Regulation applies to activities that are not subject to ministerial authorization pursuant to subparagraph 4 of the first paragraph of section 22 of the Act nor to the amendment or renewal of such authorization.”;

(2) by striking out the third paragraph.

**23.** Section 3 is amended

(1) by replacing the first paragraph by the following:

“This Regulation does not apply

(1) to activities subject to the Regulation respecting the sustainable development of forests in the domain of the State (chapter A-18.1, r. 0.01);

(2) to the cultivation of non-aquatic plants or mushrooms, except the provisions of Chapter I, the provisions of Division VII of Chapter III and the provisions of sections 53 and 58;

(3) despite section 46.0.2 of the Act, to interventions carried out in

(a) the following man-made works:

- i. an irrigation pond;
- ii. a water management or treatment facility referred to in subparagraph 3 of the first paragraph of section 22 of the Act;
- iii. a body containing water pumped from a sand pit or quarry, if it has not been restored;
- iv. a commercial fishing pond;
- v. a pond for the production of aquatic organisms;
- vi. a basin reserved for firefighting purposes.

(b) a wetland in which the vegetation is dominated by reed phalaris (*Phalaris arundinacea L.*) or the introduced sub-species of common water reed (*Phragmites australis (Cav.) Trin. ex Steud. subsp. australis*), and when the soil is not hydromorphic.”;

(2) in the second paragraph :

(a) by replacing “subparagraph 1” in the part preceding subparagraph 1 by “subparagraph a of subparagraph 3”.

(b) by replacing “floodplain” in subparagraph 1 by “flood zone”;

(c) by inserting “or body of water” after “wetland” in subparagraph 4;

**24.** Section 4 is amended

(1) by adding the following definitions at the place determined by alphabetical order:

““public security establishment” means an ambulance garage, a 9-1-1 emergency centre or a secondary emergency call centre governed by the Civil Protection Act (chapter S-2.3) or any other establishment used in whole or in part to provide a public security service, including in particular a police service or fire safety service;

““public institution” means an institution covered by the definition in section 3 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, with the exception of a tourist establishment;”;

(2) by replacing the definitions of “high-water mark” and “littoral zone” by the following:

““boundary of the littoral zone” means the boundary separating the littoral zone from the lakeshore or riverbank using the methods set out in Schedule I;”;

““littoral zone” means the part of a lake or watercourse that extends from the boundary separating the littoral zone from the lakeshore or riverbank, called the “boundary of the littoral zone”, towards the centre of the body of water;”;

(3) by inserting “meeting the criteria set out in section 46.0.2 of the Act and” after “area” in the definition of “body of water”;

(4) by replacing “floodplains” in the definition of “body of water” by “flood zones”;

(5) by striking out the definition of “floodplain”;

(6) by replacing the definition of “lakeshore” and “riverbank” by the following:

“lakeshore” and “riverbank” means the strip of land bordering a lake or watercourse and having the following width, measured inland and horizontally from the boundary of the littoral zone:

(1) 10 m where the slope is less than 30% or, if the slope is greater than 30%, having a bank no higher than 5 m;

(2) 15 m where the slope is greater than 30% and is continuous or has a bank higher than 5 m;”;

(7) by inserting the following definition at the place determined by alphabetical order:

“flooded land” means the area flooded during the spring floods of 2017 and 2019, lying within the perimeter delimited in accordance with subparagraph 6 of the second paragraph of section 2 of the Regulation respecting the temporary implementation of the amendments made by Chapter 7 of the statutes of 2021 in connection with the management of flood risks (*insert the reference to the Compilation of Québec Laws and Regulations*), and, where applicable, lying outside the boundaries of the low-velocity and high-velocity zones identified using one of the means set out in subparagraphs 1 to 3 of the second paragraph of section 2 of that Regulation;”;

(8) by inserting the following definitions at the place determined by alphabetical order, and by inserting the final paragraph at the end of the section:

“high-risk zone for ice jam flooding” means an area that is at high risk of being occupied by a lake or watercourse during flood periods because of the upstream impoundment of water blocked by the accumulation of ice or debris in a section of a watercourse, and that is identified as such on a map referred to in paragraph 3 of section 2 of the Regulation respecting the temporary implementation of the amendments made by Chapter 7 of the statutes of 2021 in connection with the management of flood risks; it is deemed to be a high-velocity flood zone;”;

“moderate-risk zone for ice jam flooding” means an area that is at moderate risk of being occupied by a lake or watercourse during flood periods because of the upstream impoundment of water blocked by the accumulation of ice or debris in a section of a watercourse, and that is identified as such on a map referred to in paragraph 3 of section 2 of the Regulation respecting the temporary implementation of the amendments made by Chapter 7 of the statutes of 2021 in connection with the management of flood risks; it is deemed to be a low-velocity flood zone;”;

“flood zone” means an area that is likely to be occupied by a lake or watercourse during flood periods, the boundaries of which are established in accordance with

sections 46.0.2.1 to 46.0.2.3 of the Act or, when the boundaries have not been established, is identified by one of the means listed in section 2 of the Regulation respecting the temporary implementation of the amendments made by Chapter 7 of the statutes of 2021 in connection with the management of flood risks;”;

“low-velocity flood zone” means the part of the flood zone, beyond the boundaries of the high-velocity zone, that is associated with a 100 year flood recurrence; flooded land is deemed to be such a zone;”;

“high-velocity flood zone” means the part of the flood zone associated with a 20 year flood recurrence; a flood zone in which high-velocity and low-velocity zones are not identified is deemed to be a high-velocity flood zone;”;

Despite section 118.3.3 of the Act, when a municipality passes a by-law delimiting a lakeshore or riverbank with a width exceeding the widths set out in paragraphs 1 and 2 of the definition of “lakeshore” and “riverbank”, the municipality may apply the former width.”.

**25.** Section 5 is amended, in the first paragraph,

(1) in subparagraph 2,

(a) by striking out “par l’effet même” in the French text;

(b) by replacing “floodplain” by “flood zone”;

(2) by replacing “floodplain” in subparagraph 3 by “flood zone”;

(3) by replacing subparagraph 5 by the following:

“(5) a reference to an area or length is a reference to the cumulative area or length for the type of environment affected by the activity;”;

(4) by replacing subparagraph 6 by the following:

“(6) a distance is calculated horizontally

(a) from the boundary of the littoral zone, for a watercourse or lake;

(b) from the boundary, for a wetland;

(c) from the top of the embankment, for a ditch;”.

(5) by inserting “reconstruction,” after “replacement” in subparagraph 7;

(6) by replacing subparagraph 9 by the following:

“(9) a substantial modification includes a change to the structural or functional characteristics of an infrastructure, works, building or equipment; it also includes an enlargement, extension or prolongation;”;

(7) by replacing subparagraph 15 by the following:

“(15) the expressions “invasive exotic plant species”, “ditch” and “public road” have the meaning given in the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

“(16) the floodproofing of a building, works or equipment involves applying various measures to protect against flood damage;

“(17) necessary access to a main building or accessory building does not include a road.”.

**26.** Section 7 is amended by replacing “or culvert” in the second paragraph by “, culvert, weir, baffle or stabilization works”.

**27.** The following is inserted after section 8:

“**8.1.** The activities involved in composting the carcasses of animals that die on a farm and storing the compost produced are prohibited in a wetland or body of water.”.

**28.** The Regulation is amended by replacing the word “floodplain” by the words “flood zone”, with the necessary modifications, in the following provisions:

- (1) paragraph 1 of section 9;
- (2) section 11, wherever it appears;
- (3) the second paragraph of section 12;
- (4) section 14;
- (5) subparagraph 4 of the second paragraph of section 25;
- (6) paragraph 2 of section 29;
- (7) the heading of Chapter V;
- (8) section 37.

**29.** The following is inserted after section 17:

## “DIVISION VII DRILLING

**17.1.** Hydraulic fluids and drilling greases used for a drill in the littoral zone or in a lakeshore or riverbank must be degradable to more than 60% in 28 days.

The waste water generated by drilling work must be collected and reused by means of a water recirculation system and may not be discharged in the littoral zone, in a lakeshore or riverbank or in a non-dewatered wetland.

At the end of the work,

(1) the drill holes must be sealed in such a way as to prevent contaminants from migrating from the surface toward an aquifer;

(2) the tubing located in the littoral zone or a lakeshore or riverbank must be removed or cut off at ground level.”.

**30.** The Regulation is amended by striking out “solely” in the following provisions:

- (1) section 18;
- (2) section 34;
- (3) section 37;
- (4) section 41.

**31.** Section 19 is repealed.

**32.** Section 21 is amended by replacing “Construction of a permanent undertaking in a watercourse must not widen the watercourse beyond the high-water mark” in the first paragraph by “The construction and maintenance of a permanent undertaking in a watercourse must not widen the watercourse beyond the boundary of the littoral zone.”.

**33.** Section 22 is repealed.

**34.** Division III of Chapter III, comprising sections 23 and 24, is repealed.

**35.** The Regulation is amended by replacing “high-water mark” by “boundary of the littoral zone” in the following provisions:

- (1) subparagraph 2 of the second paragraph of section 25;
- (2) paragraph 3 of section 53.

**36.** Section 31 is amended

(1) in the first paragraph,

(a) by replacing “floodplain” by “flood zone”;

(b) by striking out “having a flood recurrence interval of 20 years”;

(2) by replacing “floodplain” in the second paragraph by “flood zone”.

**37.** Section 33 is repealed.**38.** The following is inserted after section 33:

**“DIVISION VII  
CULTIVATION OF NON-AQUATIC PLANTS  
AND MUSHROOMS**

**33.1.** The cultivation of non-aquatic plants and mushrooms is prohibited in the littoral zone and in a 3-metre-wide strip alongside the littoral zone, except if it is eligible for a declaration of compliance referred to in section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, and declared pursuant to section 31.0.6 of the Act, in which case the following conditions must be met:

(1) on 1 December each year, the soil of the areas cultivated in the littoral zone by an operator must be entirely covered by rooted vegetation;

(2) at least 10% of the area cultivated in the littoral zone by an operator must be planted with perennial plants;

(3) in the vegetation strip that must be preserved in accordance with paragraph 1 of section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, only the following activities are permitted:

(a) picking and pruning;

(b) mowing, which may be performed only after 15 August each year and on condition that, by 1 November each year, the plants are at least 30 cm tall.

For the purposes of this section, if there is an embankment, the distance must include a width of at least 1 m from the top of the embankment.

For the purposes of subparagraph 1 of the first paragraph, wide-row crops such as corn and soya are not deemed to be a form of vegetation that covers the soil entirely unless they are combined with intercropping.

For the purposes of subparagraph 2 of the first paragraph, the vegetation strip may be included as a cultivated area in the calculation of the area cultivated with perennial plants.

Starting on 1 January 2023, subparagraph 1 of the first paragraph must be applied to 30% of the areas cultivated by an operator. This percentage must increase by 10% each year until all cultivated areas are covered.

**33.2.** The cultivation of non-aquatic plants or mushrooms in the part of a lakeshore or riverbank not covered by the first paragraph of section 33.1 is prohibited unless carried out in accordance with section 137 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020.

**CHAPTER III.1  
SPECIAL STANDARDS APPLICABLE  
TO THE LITTORAL ZONE**

**DIVISION I  
GENERAL PROVISIONS**

**33.3.** This Chapter applies to the littoral zone.

**DIVISION II  
CONSTRUCTION OF WORKS AND BUILDINGS**

**33.4.** The construction, in the littoral zone, of a main residential building, including its accessory buildings and works and the necessary access, is prohibited.

For the purposes of this section, “construction” does not include dismantling.

**33.5.** Construction of a deflector in the littoral zone must be carried out at a point where the littoral zone is no wider than 4.5 m.

The same applies for the construction of a weir, unless it is associated with a culvert installed by the Minister responsible for the Act respecting roads (chapter V-9) and is aimed at permitting the free circulation of fish, in which case 2 weirs may be installed within a distance corresponding to 4 times the opening of the culvert.

A weir must be equipped with a notch and, once installed, may not cause the water level between the areas upstream and downstream of the undertaking to vary by more than 20 cm from the water line.

### DIVISION III VEHICLES AND MACHINERY

**33.6.** Construction or maintenance work carried out in the littoral zone requiring the use of machinery must be carried out solely if the littoral zone is dewatered, except for the carrying out of drilling work.

**33.7.** Where there is no ford or undertaking available for crossing a watercourse, a vehicle or machinery may circulate in the littoral zone of a watercourse for only one back-and-forth crossing, provided the crossing point chosen minimizes the impacts on the watercourse.

A vehicle or machinery may be used in the littoral zone if it is required for constructing a temporary undertaking, making preliminary technical surveys, taking samples or taking measurements.”

**39.** The following is inserted after section 35:

#### “DIVISION I.1 CONSTRUCTION OF WORKS AND BUILDINGS

**35.1.** The following activities are prohibited on a lakeshore or riverbank:

(1) the reconstruction of a main residential building, except if the conditions set out in subparagraph 1 of the first paragraph and in the second paragraph of section 340.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, are met;

(2) the construction of an accessory building or works for a main residential building including the necessary access, except if the conditions set out in subparagraph 2 of the first paragraph and in the second paragraph of section 340.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact are met;

(3) the enlargement of a main residential building, except if the conditions set out in subparagraph 3 of the first paragraph and in the second paragraph of section 340.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact are met;

(4) the siting of a main residential building.

For the purposes of the first paragraph, “construction” does not include dismantling.

**35.2.** The floodproofing measures set out in sections 38.8 and 38.9, adapted as required, apply to work on a works or building carried out on a lakeshore or riverbank that is also in a flood zone.

Sections 38.1 to 38.3, adapted as required, apply to such work when carried out in a wetland that is also in a flood zone.”

**40.** The heading of Division I of Chapter V is amended by replacing “PROVISION” by “PROVISIONS”.

**41.** The following is inserted after section 37:

“**37.1.** For the purposes of this Chapter, where flood zones are determined without the 100 year flood recurrence level having been established, a reference to that level is a reference to the highest flood water level used to determine the boundaries of the flood zone, to which 30 cm is added for safety purposes.”

**42.** The following is inserted after the heading of Division II of Chapter V:

“§1. *All flood zones*”.

**43.** Section 38 is amended

(1) by replacing “area concerned” in the first paragraph by “flood zone”;

(2) by replacing the second paragraph by the following:

“Work on a road, culvert, bridge or stabilization undertaking for a road must not increase its surface area exposed to flooding by more than 25%.”;

(3) by striking out the third paragraph.

**44.** The following is inserted after section 38:

“**38.1.** All work on a public road or any other road offering the only evacuation route for the occupants of a building must be carried out in such a way that the road surface is at least 30 cm above the 100 year flood recurrence level.

If compliance with the condition in the first paragraph increases the exposure to flooding of lots adjacent to the road, the road surface must be at the 100 year flood recurrence level.

**38.2.** All work on a structure or guardrail must allow flood water to dissipate.

The erection of a fence is prohibited in a zone at risk of ice jam flooding.

**38.3.** Stabilization works must not result in an increase in the ground level.

**38.4.** Work to construct an artificial basin, pond or lake must not include an intake channel or discharge point in a wetland or body of water. Work to backfill such an area may not be carried out until it has been dewatered.

**38.5.** A service entrance for an underground linear public utility infrastructure in a flood zone is prohibited, except to connect works or buildings already present in the zone.

**38.6.** The following activities are prohibited in a flood zone:

- (1) work on a flood protection works, except
  - (a) maintenance work on an existing flood protection works;
  - (b) construction work on a flood protection works carried out by a government department, a municipality or a public body, on the following conditions:
    - i. there is no other suitable way to provide adequate protection for persons and property;
    - ii. it is in the public interest;
    - iii. the flood protection works will protect an area in which 75% of the lots are already occupied by a building or works;
- (2) when it concerns a public institution or public security establishment,
  - (a) the construction of a main building;
  - (b) work to change the intended use of building to house a public security establishment or public institution;
- (3) work for the construction of an underground parking garage.

Subparagraphs *a* and *b* of subparagraph 2 of the first paragraph do not apply when the urbanization perimeter of a municipality lies entirely within a flood zone.

For the purposes of subparagraphs 2 and 3 of the first paragraph, “construction” does not include dismantling.

**38.7.** Work on a works or a residential building must meet the following conditions in addition to the other conditions set out in this Chapter:

- (1) the reconstruction of a main building must have the same dimensions as the initial building and, unless it is combined with a relocation, must use the same location;
- (2) the relocation of a main building must
  - (a) be to a new site at a higher elevation;
  - (b) be at a greater distance from a lakeshore or riverbank;
  - (c) be to a site that does not increase the exposure to ice;
- (3) the construction of the necessary access must be associated with a main building or works; it cannot be carried out above the 100 year flood recurrence level, except as necessary to ensure evacuation, and the surfacing must allow water to infiltrate into the soil;
- (4) work on the necessary access that includes grading and the replacement of a superficial layer of unconsolidated deposit must respect the original topography of the site as far as possible;
- (5) the construction of an accessory building or works for a main building, including the necessary access, must meet the following conditions:
  - (a) if for a building, it involves neither foundations nor anchoring;
  - (b) the encroachment into the flood zone does not exceed 30 m<sup>2</sup> or, if the encroachment is into an agricultural zone ordered by the government or under the Act respecting the preservation of agricultural land and agricultural activities (chapter P-41.1), 40 m<sup>2</sup>;
  - (c) where applicable, the area must be laid out to allow the infiltration of water into the soil.

Works intended for bathing are excluded from the application of subparagraph *b* of subparagraph 5 of the first paragraph.

**38.8.** Work on a main building must, where applicable, comply with the following floodproofing measures:

(1) openings such as windows, basement windows and access doors, as well as the main floor, must be at least 30 cm above the 100 year flood recurrence level, with the exception of air vents located under the crawl space of an existing building;

(2) drains must be equipped with check valves;

(3) rooms that are occupied by one or more persons, in particular to sleep, eat or prepare meals, must be elsewhere than in the basement;

(4) a major component in the building's mechanical system, such as an electrical system, plumbing system, heating system or ventilation system, must not be installed in the basement, unless the nature of the system makes that location mandatory;

(5) the basement, if finished, must be finished using water-resistant materials.

**38.9.** In no case may a works or building be flood-proofed by erecting a permanent protective wall.

The floodproofing of a main building by backfilling is also prohibited unless, in the case of an existing building, the measures set out in section 38.8 cannot be complied with and backfilling is considered by a professional to be an appropriate floodproofing measure.

**38.10.** Despite any contrary provision in this Chapter, when work on a recognized or classified heritage immovable, including its protection area if applicable, a declared heritage site under the Cultural Heritage Act (chapter P-9.002) or an immovable listed in an inventory carried out in accordance with section 120 of that Act has been authorized by the Minister of Culture and Communications or by the municipality having jurisdiction, as the case may be, pursuant to that Act, reconstruction is permitted following a flood. Relocation and substantial modification work are also permitted, with a maximum encroachment of 30 m<sup>2</sup> into the flood zone, if authorized by the Minister of Culture and Communications or the municipality having jurisdiction.

The floodproofing measures provided for in this Division apply in the case of any work referred to in the first paragraph unless the owner has a notice, signed by a professional, showing that the prescribed measures affect the heritage value of the immovable, if the measures proposed offer equivalent protection for persons and property.

## §2. High-velocity flood zones

**38.11.** The following activities are prohibited when carried out in a high-velocity flood zone:

(1) the laying out of a public road, except if used to cross a lake or watercourse;

(2) work to establish, modify or extend a waterworks system, sewer system or storm water management system except when the work is intended to connect a building constructed before 23 June 2021 or when the work is intended to serve a building, construction, facility or sector outside the high-velocity zone;

(3) all other excavation work for the establishment of a linear public utility infrastructure that includes a service entrance, except work to serve an existing works or construction;

(4) the construction of any residential building and the necessary access, except work to provide access to an existing main building and its accessory buildings or works;

(5) the reconstruction of a main residential building that has sustained flood damage when the damage sustained exceeds one half of the new-build cost for the building, excluding accessory buildings and works that are detached, and improvements to the site, established in accordance with Part 3E of the Manuel d'évaluation foncière du Québec and adjusted to 1 July of the year preceding the year in which the building was affected by the flood;

(6) work to enlarge a main building, whether above or below ground.

The first paragraph does not apply to buildings or accessory works erected temporarily or seasonally.

For the purposes of this section, "construction" does not include dismantling.

## §3. Low-velocity flood zones

**38.12.** The construction of a main residential building on land that has become vacant following a flood or has been backfilled is prohibited in a low-velocity flood zone.

For the purposes of first paragraph, "construction" does not include dismantling.

**38.13.** Work on a works or building must meet the following conditions in addition to the other conditions applicable set out in this Chapter:

(1) the construction of a main residential building must be carried out on a lot

(a) located with the urbanization perimeter shown on a land use and development plan;

(b) served by a municipal waterworks and sewer system;

(c) that has not been backfilled;

(d) on which the main building has not been demolished following a flood;

(e) located between two other lots on which a main building is situated;

(f) that does not result from the subdivision of a lot carried out after 23 June 2021;

(2) the enlargement of a main building must be carried out at least 30 cm above the 100 year flood recurrence level.

The first paragraph does not apply to buildings or accessory works affected temporarily or seasonally.”

**45.** Sections 39 and 40 are repealed.

**46.** The following is inserted after section 43:

“**43.1.** The floodproofing measures set out in sections 38.8 and 38.9, adapted as required, apply to work on a works or building carried out in a wetland that is also in a flood zone.

Sections 38 to 38.3, 38.6 to 38.7 and 38.10 to 38.13, adapted as required, apply to such work when carried out in a wetland that is also in a flood zone.”

**47.** The following is inserted after section 49:

**“DIVISION III  
ENVIRONMENTS NEAR A WETLAND OR  
BODY OF WATER**

**49.1.** The activities involved in composting the carcasses of animals that die on a farm and storing the compost produced are prohibited within 60 m of a watercourse or lake and within 30 m of a wetland.”

**48.** Section 51 is amended

(1) by replacing “22” in paragraph by “33.5”;

(2) by replacing “24” in paragraph 10 by “33.7”;

(3) by replacing “33” in paragraph 13 by “17.1”;

(4) by replacing “third paragraph of section 38” in paragraph 17 by “first paragraph of section 35.2, section 38.8 or 38.9, the second paragraph of section 38.10 or the first paragraph of section 43.1”;

(5) by replacing “39” in paragraph 18 by “38.4”;

(6) by replacing “40” in paragraph 19 by “38.5”.

**49.** Section 53 is amended

(1) by replacing “19, 42, 46, 47, 48 and 49” in paragraph 2 by “8.1, 33.1, 33.2, 33.4, 33.5 and 35.1, the second paragraph of section 38.2, and sections 38.6, 38.11, 38.12, 42, 46, 47, 48, 49 and 49.1”;

(2) by replacing “high-water mark” in paragraph 3 by “boundary of the littoral zone”;

(3) by replacing “23” in paragraph 5 by “33.7”;

(4) by striking out “the first and second paragraphs of” in paragraph 8;

(5) by adding the following at the end:

“(9) carries out work on a works or building in contravention of the requirements of the second paragraph of section 35.2, sections 38.1 to 38.3, section 38.7, the first paragraph of section 38.10, section 38.13 or the second paragraph of section 43.1.”

**50.** Section 56 is amended by replacing “20, 22, 24, 31, 32, 33, 35 or 36, the third paragraph of section 38, section 39 or 40, the first paragraph of section 43 or section 44 or 45” by “17.1, 20, 31, 32, 33.6, 35, 35, 35.2 or 36, the second paragraph of section 38.2, section 38.4, 38.5, 38.6, 38.8 or 38.9, the second paragraph of section 38.10, the first paragraph of section 43, the first paragraph of section 43.1, or section 44 or 45”.

**51.** Section 58 is amended by replacing “16, 19, 21, 23, 25, 26, 28, 29 or 30, the first and second paragraphs of section 38 or section 42, 46, 47, 48 or 49” by “8.1, 16, 21, 25, 26, 28, 29 or 30, 33.1, 33.2, 33.4, 33.5, 33.7, 35.1, 38 to 38.3 or 38.7, the first paragraph of section 38.10, sections 38.11 to 38.13, section 42, the second paragraph of section 43.1 or section 46, 47, 48, 49 or 49.1”.

**52.** The following is inserted in Chapter X before section 60:

“**59.1.** Local municipalities are responsible for the application of the provisions of Division II of Chapter III, Divisions I and II of Chapter III.1, Division I.1 of Chapter IV and Division II of Chapter V of this Regulation

if an activity requires the filing of an application for authorization pursuant to Chapter I of the Regulation respecting the temporary implementation of the amendments made by Chapter 7 of the statutes of 2021 in connection with the management of flood risks (*insert the reference to the Compilation of Québec Laws and Regulations*) in the area of flood risk management and if it is carried out in a territory under the jurisdiction of the municipality concerned.

For the purposes of the responsibility mentioned in the first paragraph, Chapter VIII of this Regulation does not apply.

**59.2.** In accordance with the first paragraph of section 118.3.3 of the Act and unless otherwise provided for, this Regulation takes precedence over any municipal by-law having the same object.”

**53.** The following schedule is added at the end of the Regulation:

**“SCHEDULE I**  
(Section 4)

**DETERMINATION OF THE LITTORAL ZONE**

The boundary of the littoral zone is determined using one of the following methods:

(1) if there is a water retaining structure, the boundary of the littoral zone is located at the maximum operating level of the water retaining structure for the part of the body of water upstream from the structure and within its zone of influence;

(2) if a retaining wall has been erected with all the required authorizations, the boundary of the littoral zone is located at the top of the wall;

(3) for coasts and islands in the portion of the St. Lawrence lying downstream from the cities of Québec and Lévis, for the Gulf of St. Lawrence and for the Baie des Chaleurs, the boundary of the littoral zone is determined using the eco-geomorphological method to take into account local variations in waves, tides and water levels;

(4) in cases other than those mentioned in paragraphs 1 to 3, the boundary of the littoral zone is determined using the expert botanical method or the biophysical method, based on the plant species and physical marks present;

(5) if none of the above methods is applicable, the boundary of the littoral zone is the level associated with the 2 year flood recurrence level.”

**REGULATION RESPECTING THE REGULATORY SCHEME APPLYING TO ACTIVITIES ON THE BASIS OF THEIR ENVIRONMENTAL IMPACT**

**54.** Section 2 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, is amended

(1) by replacing the first paragraph by the following:

“Despite section 46.0.2 of the Act, the authorization provided for in subparagraph 4 of the first paragraph of section 22 of the Act is not required for activities carried out in

(1) the following man-made works:

(a) an irrigation pond;

(b) a water management or treatment facility referred to in subparagraph 3 of the first paragraph of section 22 of the Act;

(c) a body containing water pumped from a sand pit or quarry, if it has not been restored;

(d) a commercial fishing pond;

(e) a pond for the production of aquatic organisms;

(f) a basin reserved for fire-fighting purposes;

(2) a wetland in which the vegetation is dominated by reed phalaris (*Phalaris arundinacea L.*) or the introduced sub-species of common water reed (*Phragmites australis (Cav.) Trin. ex Steud. subsp. australis*), and when the soil is not hydromorphic.”;

(2) in the second paragraph:

(a) by replacing “floodplain” in subparagraph 1 by “flood zone”;

(b) by inserting “or body of water” after “wetland in subparagraph 4.

**55.** Section 3 is amended

(1) by inserting “also” after “is” in the definition of “professional”;

(2) by replacing “exercised by a member” in the definition of “professional” by “reserved for the members”.

**56.** Section 4 is amended

(1) by inserting “and unless otherwise provided for” after “Regulation” in the part preceding paragraph 1;

(2) by replacing paragraph 13 by the following:

“(13) a distance is calculated horizontally

(a) from the boundary of the littoral zone, for a watercourse or lake;

(b) from the boundary, for a wetland;

(c) from the top of the embankment, for a ditch.”;

**57.** The Regulation is amended

(1) by replacing “or on a riverbank, lakeshore or floodplain” in subparagraph *d* of subparagraph 1 of the first paragraph of section 24 by “, on a riverbank or lakeshore on in a flood zone”;

(2) by replacing “floodplain” in subparagraph *c* of paragraph 2 of section 54 by “flood zone”;

(3) by replacing “floodplain” in section 134 and section 138 by “flood zone”;

(4) by replacing “floodplain” in the second paragraph of section 320 by “flood zone”.

**58.** The following is inserted after section 135:

“**135.1.** The cultivation of non-aquatic plants or mushrooms in the littoral zone of a lake or watercourse on an area that was cultivated at least once during the last six seasons prior to 1 January 2022 is eligible for a declaration of compliance, on the following conditions:

(1) a vegetation strip consisting of perennial plants is laid out over a width of 5 m along each side of a watercourse and 3 m wide along each side of a ditch;

(2) no trees are cleared.

For the purposes of subparagraph 1 of the first paragraph, the distance is calculated from the top of any embankment.

In addition to the elements provided for in section 41, a declaration of compliance referred to in the first paragraph must include the following additional information and documents:

(1) the date of signing by an agronomist of a document showing that the area was cultivated at least once during the last six seasons prior to 1 January 2022;

(2) a declaration by an agronomist that the cultivation complies with this Regulation and the provisions of the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, the Agricultural Operations Regulation (chapter Q-2, r. 26) and the Water Withdrawal and Protection Regulation (chapter Q-2, r. 35.2).”.

**59.** Section 137 is amended by adding the following paragraph at the end:

“The conditions in subparagraphs 2 and 3 of the first paragraph do not apply when the cultivation is also eligible for a declaration of compliance under section 135.1 and declared under section 31.0.6 of the Act.”.

**60.** Section 313 is amended

(1) in paragraph 2,

(a) by striking out “par l’effet même” in the French text;

(b) by replacing “floodplain” by “flood zone”;

(2) by replacing “floodplain” in paragraph 3 by “flood zone”;

(3) by replacing paragraph 5 by the following:

“(5) a reference to an area or length is a reference to the cumulative area or length for the type of environment affected by the activity;”;

(4) by inserting “, reconstruction” after “replacement” in subparagraph 6;

(5) by replacing paragraph 8 by the following:

“(8) a substantial modification includes a change to the structural or functional characteristics of an infrastructure, works, building or equipment; it also includes an enlargement, extension or prolongation;”.

(6) by inserting the following after paragraph 11:

“(11.1) necessary access to a main building or accessory building does not include a road;”;

(7) by adding the following at the end:

“(15) a boat shelter is an open-plan works, other than a boat shed or garage, that may have a roof and is used to temporarily store a watercraft or boat during the season in which it is used.”

**61.** Section 324 is amended

(1) by replacing “floodplain” in paragraph 2 by “flood zone”;

(2) by adding the following paragraph at the end:

“The first paragraph does not apply to scenic look-outs, tree stands and observatories located in flood zones, including the littoral zone, lakeshore and riverbank and any wetland found there.”

**62.** Section 325 is amended

(1) by adding the following at the end of the first paragraph:

“(8) unless the road offers the only evacuation route for the occupants of a building, the road surface must be below the 100 year flood recurrence level.”;

(2) by replacing “floodplain” in the second paragraph by “flood zone”.

**63.** Section 328 is amended

(1) by replacing subparagraphs *a* and *b* of subparagraph 3 of the first paragraph by the following:

“(a) 40 m<sup>2</sup> in a flood zone when the work is carried out on a raising site, spreading site, fishing pond site or aquaculture site, and 30 m<sup>2</sup> in other cases;

“(b) 30 m<sup>2</sup> in a wooded wetland;

“(c) 4 m<sup>2</sup> in an open wetland other than a peat bog.”;

(2) by replacing “, if applicable” in the second paragraph by “and a reference to a flood zone includes any wetland in that flood zone”.

**64.** Section 331 is amended

(1) by replacing subparagraph 4 of the first paragraph by the following:

“(4) for the construction, in a flood zone, of a crib-work or rock ballast wharf, a road, a port infrastructure, a weir or a retaining works or, when not covered by section 341, the laying out of land for recreational purposes or heritage sites,

(a) an opinion assessing the impact on ice flows, signed by an engineer;

(b) a hydraulic and hydrological study assessing flood routing capacity, and erosion and flooding risks, signed by an engineer;

(c) a detailed opinion, signed by an engineer, about measures to protect persons and property, including in particular

i. a demonstration of the ability of the structure to resist floods, for any structure or part of a structure located below the 100 year flood recurrence level;

ii. when the applicant wishes to benefit from the condition set out in the second paragraph of section 38.1 of the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, for work on a public road, a demonstration that compliance with the condition set out in the first paragraph of that section increases the exposure to flooding of lots adjacent to the road;

iii. the means taken to ensure the sustainability of the measures to protect persons and property;

“(5) for the construction of a flood protection works,

(a) a characterization of the vulnerability of persons and property;

(b) a demonstration that other options to protect against flooding have been assessed and the reasons why they were rejected;

(c) a demonstration that the work is in the public interest;

(d) an opinion, signed by an engineer, concerning the residual impact of the work on persons and property in the event of failure;

“(6) when the application concerns work authorized by the Minister of Culture and Communications and the applicant wishes to depart from the floodproofing measures set out in the Regulation respecting activities in wetlands, bodies of water and sensitive areas, the notice provided for in the second paragraph of section 38.10 of that Regulation.”;

(2) in the second paragraph:

(a) by replacing “floodplain” by “flood zone”;

(b) by replacing “and any riverbanks or lakeshores, where applicable” by “and any riverbank, lakeshore or wetland located therein”.

**65.** Section 332 is amended

- (1) by striking out “Rebuilding and”;
- (2) by striking out “if the work does not increase the encroachment on the environment”.

**66.** Section 333 is amended, in the first paragraph,

(1) by replacing “Construction work for the following works” in the portion before subparagraph 1 of the first paragraph by “The following work”;

(2) by replacing subparagraphs 1 and 2 by the following:

“(1) concerning a single-span bridge in the littoral zone,

- (a) the construction when there is no flood zone;
- (b) the dismantling when there is a flood zone;

“(2) the construction of a culvert other than a culvert referred to in section 327, except if the effect of the work is to increase by more than 25% the surface area of the road or related infrastructures exposed to flooding;”;

(3) by replacing “a permanent” in subparagraph 3 by “the construction of a temporary”.

**67.** Section 334 is amended by adding the following at the end of the first paragraph:

“(3) the effect of the work is not to increase by more than 25% the surface area of the road or related infrastructures exposed to flooding.”.

**68.** Section 336 is amended

(1) by inserting “in the littoral zone” after “temporary works” in subparagraph 2;

(2) by replacing “floodplain” in subparagraph 3 by “flood zone”.

**69.** Section 339 is amended

(1) by replacing “occupying no more than 10 m on the bank or shore” in paragraph 2 by “occupying a width of no more than 10 m on the bank or shore”;

(2) in paragraph 3:

(a) by replacing “de” in the French text by “à”;

(b) by replacing “with an area of no more than 20 m<sup>2</sup>” by “with a total area of no more than 20 m<sup>2</sup> excluding the anchor points for a floating quay”;

(3) by striking out paragraph 7.

**70.** The following is inserted after section 340:

“**340.1.** The following are exempted from authorization pursuant to this Division when carried out solely on a riverbank or lakeshore:

(1) the reconstruction of a main residential building that has sustained damage, with the exception of damage connected with flooding, submersion or a landslide or resulting from coastal or shoreline erosion, when the damage sustained exceeds one half of the new-build cost for the building, excluding accessory buildings and works that are detached, established in accordance with Part 3E of the Manuel d'évaluation foncière du Québec and adjusted to 1 July of the year preceding the year in which the building was affected by the flood, on the following conditions:

(a) the area of the encroachment of the reconstructed main building into the riverbank or lakeshore is equal to or lesser than the encroachment of the initial building;

(b) the work cannot be carried out elsewhere on the lot without encroaching onto a lakeshore or riverbank or onto the vegetation strip provided for in the second paragraph;

(c) the lot was created prior to (*insert the date of publication of this Regulation*);

(d) the lot is not in a high-risk zone for erosion or landslides shown on the land use and development plan or subject to an interim control by-law made pursuant to the Act respecting land use planning and development (chapter A-19.1);

(2) the construction of accessory buildings or works for a residential building including the necessary access, on the following conditions:

(a) the area of the encroachment of the buildings and accessory works onto a lakeshore or riverbank does not exceed 30 m<sup>2</sup>;

(b) the work does not require backfilling or excavation;

(c) the conditions set out in subparagraphs *b*, *c* and *d* of subparagraph 1 are met;

(3) the enlargement of a main residential building, above the ground and without further encroachment on the ground, when the conditions of subparagraphs *c* and *d* of subparagraph 1 are met.

For the purposes of first paragraph,

(1) a vegetation strip at least 5 m wide, measured inland on the lot from the boundary of the littoral zone, must be preserved in a natural or restored state in order to re-establish at least two strata of herbaceous, arbustive or arborescent vegetation;

(2) the reconstruction of a building includes the dismantling of the initial building and its reconstruction in the same location.”

**71.** Section 341 is amended

(1) by replacing “floodplain” in the part preceding paragraph 1 by “flood zone”;

(2) by replacing paragraph 2 by the following:

“(2) work for underground linear public utility infrastructures, including excavation work, and the laying out of a service entrance to connect works or buildings already present in the zone, except work for hydrocarbon transportation purposes;”;

(3) by adding “, when the works or equipment involved have no impact on flood routing” at the end of paragraph 3;

(4) by replacing paragraph 5 by the following:

“(5) work to construct a residential building or a works relating to such a building, including accessory buildings and works and the necessary access;

“(6) the laying out of a recognized, classified or declared site the Cultural Heritage Act (chapter P-9.002) when it has no impact on flood routing.”

**72.** Section 344 is by adding the following paragraph at the end:

“For the purposes of first paragraph, activities carried out in a wetland that is located in a flood zone are not exempted when they are not eligible for a declaration of compliance or are exempted from ministerial authorization pursuant to Division III of I of Title IV of Part II.”

**73.** Section 345 is amended by adding the following paragraph at the end:

“For the purposes of subparagraphs 2 and 3 of the first paragraph, activities carried out in a wetland that is located in a flood zone are not exempted when they are not eligible for a declaration of compliance or exempted from ministerial authorization pursuant to Division III of Chapter I of Title IV of Part II.”

#### AGRICULTURAL OPERATIONS REGULATION

**74.** Section 2 of the Agricultural Operations Regulation (chapter Q-2, r. 26) is amended by striking out the second paragraph.

**75.** The following is inserted after section 2:

**2.1.** This Regulation does not apply to

(1) dog and cat raising facilities, fish farms, zoos, and zoological parks and gardens;

(2) despite section 46.0.2 of the Environment Quality Act (chapter Q-2), hereinafter referred to as the “Act”, interventions carried out in

(a) the following man-made works:

i. an irrigation pond;

ii. a water management or treatment facility referred to in subparagraph 3 of the first paragraph of section 22 of the Act;

iii. a body containing water pumped from a sand pit or quarry, if it has not been restored;

iv. a commercial fishing pond;

v. a pond for the production of aquatic organisms;

vi. a basin reserved for firefighting purposes.

(b) a wetland in which the vegetation is dominated by reed phalaris (*Phalaris arundinacea* L.) or the introduced sub-species of common water reed (*Phragmites australis* (Cav.) Trin. ex Steud. subsp. *australis*), and when the soil is not hydromorphic.

For the purposes of subparagraph *a* of subparagraph 2 of the first paragraph,

(1) a site must be located on land or in a flood zone, excluding the littoral zone, lakeshores and riverbanks, and any wetlands present;

(2) a site must be in use or, if not in use, must have been unused for at least 10 years;

(3) an environment restored or created by work under a program to promote the restoration and creation of wetlands and bodies of water developed pursuant to the Act to affirm the collective nature of water resources and to promote better governance of water and associated environments (chapter C-6.2) or in accordance with the Regulation respecting compensation for adverse effects on wetlands and bodies of water (chapter Q-2, r. 9.1) cannot be deemed to be a man-made site;

(4) a wetland or body of water into which storm water is discharged cannot be deemed to be a water management or treatment facility.”

**76.** Section 3 is amended by adding the following paragraphs at the end:

“In addition, unless otherwise provided for,

(1) the terms “boundary”, “watercourse”, “pond”, “boundary of the littoral zone”, “marsh”, “swamp”, “wetland”, “riverbank or lakeshore” and “open peat bog” have the meaning given in the Regulation respecting activities in wetlands, bodies of water and sensitive areas (chapter Q-2, r. 0.1);

(2) the term “ditch” has the meaning given in the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

(3) a distance is calculated horizontally:

(a) from the boundary of the littoral zone, for a watercourse lake;

(b) from the boundary, for a wetland;

(c) from the top of the embankment, for a ditch.

For the purposes of subparagraph 3 of the second paragraph, if there is an embankment, the distance must include a width of at least 1 m from the top of the embankment.”

**77.** Section 4 is amended by replacing the second paragraph by the following:

“Except where a ford crosses a watercourse, it is prohibited to give animals access to a watercourse, lake or pond or to a strip 3 m wide along or around them.

The second paragraph does not apply to a part of a wetland cultivated in accordance with sections 137 and 139 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, or, where applicable, in accordance with an authorization for cultivation issued pursuant to subparagraph 4 of the first paragraph of section 22 of the Act.”

**78.** Section 6 is amended

(1) by replacing “; swamp, natural marsh or pond and the 15 m area on each side or around those areas, measured from the high-water mark, if any” in the first paragraph by “or wetland and the 15 m strip along or around them”;

(2) by replacing the second and third paragraphs by the following:

“It is also prohibited to erect or lay out a raising or storage facility in a high-velocity flood zone.

The first paragraph does not apply to a part of a wetland cultivated in accordance with sections 137 and 139 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, or, where applicable, in accordance with an authorization for cultivation issued pursuant to subparagraph 4 of the first paragraph of section 22 of the Act.”

**79.** Section 30 is amended

(1) in the first paragraph,

(a) by replacing “areas” in the part preceding subparagraph 1 by “environments”;

(b) by replacing subparagraph 1 by the following:

“(1) the littoral zone of a lake or watercourse, a wetland, and a 3 m strip along or around them; “.

(c) by replacing du subparagraph 2 by the following:

“(2) a ditch and a 1 m strip along the ditch.”.

(2) by striking out the second paragraph;

(3) by replacing “there is no runoff from the waste into the areas” in the third paragraph by “the waste cannot reach the environments”;

(4) by replacing the fourth paragraph by the following:

“Subparagraph 1 of the first paragraph does not apply a part of a wetland cultivated in accordance with sections 137 and 139 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, or, where applicable, in accordance with an authorization for cultivation issued pursuant to subparagraph 4 of the first paragraph of section 22 of the Act.

For the purposes of the first paragraph, where a municipality passes a by-law delimiting a strip where activities are prohibited with a width that exceeds the widths provided for, the municipality may, despite section 118.3.3 of the Act, apply that width.”

**80.** Section 43.5 is amended by replacing “to watercourses and bodies of water and their riparian strip” in subparagraph 1 by “a watercourse, lake or pond, or to a 3 m strip along or around them”.

**81.** Section 43.6 is amended

(1) in subparagraph 1,

(a) by replacing “, swamp, natural marsh or pond and the 15 m area on each side or around those areas” by “or wetland and the 15 m strip along or around them”;

(b) by replacing de “section” by “the first paragraph of section”;

(2) by inserting the following after paragraph 1:

“(1.1) to comply with the prohibition on the erection or laying out of a raising or storage facility in a high-velocity flood zone, as provided for in the second paragraph of section 6;”

**82.** Section 44.6 is amended by replacing “third” by “second”.

**83.** The following is inserted after section 56:

“**56.1.** Subparagraph 1 of the first paragraph of section 30 does not apply to the cultivation of non-aquatic plants and mushrooms eligible for a declaration of compliance referred to in section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, and declared pursuant to section 31.0.6 of the Act, provided that the following conditions are met:

(1) for organic fertilizer,

(a) it must be spread before 1 September each year;

(b) the organic fertilizer must be immediately incorporated into the soil after spreading, except in the case of a grassland or pasture area;

(2) the spreading of mineral fertilizer after 1 September must be intended only to establish or maintain a cover crop;

(3) despite sections 22 and 35, all spreading must be carried out in compliance with an agroenvironmental fertilization plan and a phosphorous report, drawn up in accordance with the Regulation and taking into account the sensitivity of the environment where the spreading takes place;

(4) the storage of a solid manure pile on a parcel of land cultivated in the littoral zone is prohibited.

Despite the first paragraph, subparagraph 1 of the first paragraph of section 30 continues to apply to the vegetation strip laid out in accordance with subparagraph 1 of the first paragraph of section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact.

**56.2.** Despite sections 22 and 35, enacted by Order in Council 871-2020 dated 19 August 2020, the second paragraph of section 4 and section 5 do not apply to a cultivated area eligible for a declaration of compliance referred to in section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, and declared pursuant to section 31.0.6 de la Environment Quality Act (chapter Q-2) that is used for grazing, provided that the addition of phosphorous from animals complies with an agroenvironmental fertilization plan and phosphorous report drawn up in accordance with this Regulation, and taking the sensitivity of the environment into account.

Despite the first paragraph, the second paragraph of section 4 and section 5 continue to apply to the vegetation strip laid out in accordance with subparagraph 1 of the first paragraph of section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact.

**56.3.** A monetary administrative penalty of \$1,000 in the case of a natural person and \$5,000 in other cases may be imposed on any person who fails to establish an agroenvironmental fertilization plan and comply with it conditions, as provided for in subparagraph 3 of the first paragraph of section 56.1 and section 56.2.

**56.4.** A monetary administrative penalty of \$2,000 in the case of a natural person and \$10,000 in other cases may be imposed on any person who fails to comply with one of the conditions for spreading set out in section 56.1.

**56.5.** Any person who contravenes subparagraph 3 of the first paragraph of section 56.1 or section 56.2 commits an offence and is liable to a fine of \$2,000 to \$100,000 in the case of a natural person and \$6,000 to \$600,000 in other cases.

**56.6.** Any person who fails to comply with one of the conditions for spreading set out in section 56.1 commits an offence and is liable, in the case of a natural person, to a fine of \$10,000 to \$1,000,000 or, despite article 231 of the Code of Penal Procedure (chapter C-25.1), to a maximum term of imprisonment of 3 years, or to both the fine and imprisonment, or, in other cases, to a fine of \$30,000 to \$6,000,000.

**56.7.** Sections 56.1 to 56.6 cease to have effect on 1 January 2027.”

**84.** The expressions “Environment Quality Act (chapter Q-2)” and “Environment Quality Act”, wherever they occur, are replaced by “Act”.

#### PESTICIDES MANAGEMENT CODE

**85.** Section 1 of the Pesticides Management Code (chapter P-9.3, r. 1) is amended by striking out the second and third paragraphs.

**86.** The following is inserted after section 1:

“**1.1.** Unless otherwise provided for, for the purposes of this Code,

(1) the terms “boundary”, “watercourse”, “boundary of the littoral zone”, “littoral”, “swamp”, “wetland”, “riverbank or lakeshore”, “peat bog”, “wooded peat bog”, “flood zone”, “low-velocity flood zone” and “high-velocity flood zone” have the meaning given in the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020;

(2) the term “ditch” has the meaning given in the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020;

(3) a reference to a “wetland” excludes a managed peat bog;

(4) the expression “apply a pesticide” includes, in particular, the action of putting a pesticide into or onto the soil;

(5) a distance is calculated horizontally:

(a) from the boundary of the littoral zone, for a watercourse or lake;

(b) from the boundary, for a wetland;

(c) from the top of the embankment, for a ditch.

For the purposes of subparagraph 5 of the first paragraph, if there is an embankment, the distance must include a width of at least 1 m from the top of the embankment.”

**87.** Section 4 is amended by adding the following paragraphs at the end:

“This Regulation does not apply to activities carried out in

(1) the following man-made works:

(a) an irrigation pond;

(b) a water management or treatment facility referred to in the subparagraph 3 of the first paragraph of section 22 of the Environment Quality Act (chapter Q-2);

(c) a body containing water pumped from a sand pit or quarry, if it has not been restored;

(d) a commercial fishing pond;

(e) a pond for the production of aquatic organisms;

(f) a basin reserved for firefighting purposes;

(g) a basin with no outlet.

(2) a wetland in which the vegetation is dominated by reed phalaris (*Phalaris arundinacea* L.) or the introduced sub-species of common water reed (*Phragmites australis* (Cav.) Trin. ex Steud. subsp. *australis*), and when the soil is not hydromorphic.

For the purposes of subparagraph 1 of the second paragraph,

(1) a site must be located on land or in a flood zone, excluding the littoral zone, lakeshores and riverbanks, and any wetlands present;

(2) with the exception of subparagraph g, a site must be in use or, if not in use, must have been unused for at least 10 years;

(3) an environment restored or created by work under a program to promote the restoration and creation of wetlands and bodies of water developed pursuant to the Act to affirm the collective nature of water resources and to promote better governance of water and associated environments (chapter C-6.2) or in accordance with the Regulation respecting compensation for adverse effects on wetlands and bodies of water (chapter Q-2, r. 9.1) cannot be deemed to be a man-made site;

(4) a wetland or body of water into which storm water is discharged cannot be deemed to be a water management or treatment facility.”

**88.** Section 15 is amended by replacing subparagraph 1 of the first paragraph by the following:

“(1) in the littoral zone of a lake or watercourse, in a wetland, or in the 30 m strip along or around them;”

**89.** Section 16 is amended by replacing “flood area having a flood recurrence interval of 0 to 20 years that is mapped or identified in a land use planning and development plan or a metropolitan land use and development plan or in a municipal zoning by-law” in the first paragraph by “high-velocity flood zone”.

**90.** Section 17 is amended

(1) by replacing “flood area having a flood recurrence interval of 20 to 100 years that is mapped or identified in a land use planning and development plan or a metropolitan land use and development plan or in a municipal zoning by-law” in the first paragraph by “low-velocity flood zone”;

(2) by replacing subparagraph 3 of the second paragraph by the following:

“(3) the pesticides are stored above the 100 year flood recurrence level;”

**91.** Section 22 is amended by replacing “highest level reached by water in a 100-year interval flood” in subparagraph 2 by “100 year flood recurrence level”.

**92.** Section 29 is amended by replacing the first paragraph by the following:

“It is prohibited to apply a pesticide for purposes other than agricultural purposes in the littoral zone of a lake or watercourse, in a wetland, or in a 3 m strip along or around them.”

**93.** Section 30 is replaced by the following:

“**30.** It is prohibited to apply a pesticide for agricultural purposes

(1) in the littoral zone of a lake or watercourse, in a wetland, or in a 3 m strip along or around them;

(2) in a ditch or in a 1 m strip along the ditch.

Subparagraph 1 of the first paragraph does not apply to a part of a wetland cultivated in accordance with sections 137 and 139 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, or, where applicable, in accordance with an authorization for cultivation issued pursuant to subparagraph 4 of the first paragraph of section 22 of the Environment Quality Act (chapter Q-2).”

**94.** Section 35 is amended by replacing subparagraph 1 of the first paragraph by the following:

“(1) in the littoral zone of a lake or watercourse or in a wetland, or in a 30 m strip along or around them;”

**95.** Section 59 is amended

(1) by replacing “must be carried out more than 30 m from a watercourse or body of water” in the part preceding paragraph 1 by “may not be carried out in the littoral zone of a lake or watercourse, in a wetland, or in a 30 m strip along or around them”;

(2) by replacing “more than 3 m from a watercourse or body of water” in paragraph 1 by “outside the littoral zone of a lake or watercourse, a wetland, or a 3 m strip along or around them”;

(3) by replacing “more than 3 m from a watercourse or body of water” in paragraph 2 by “outside the littoral zone of a lake or watercourse, a wetland, or a 3 m strip along or around them”;

(4) by replacing “more than 10 m from a watercourse or body of water” in paragraph 3 by “outside the littoral zone of a lake or watercourse, a wetland, or a 10 m strip along or around them”;

(5) by replacing “more than 15 m from a watercourse or body of water” in paragraph 4 by “outside the littoral zone of a lake or watercourse, a wetland, or a 15 m strip along or around them”;

(6) by replacing “more than 15 m from a watercourse or body of water” in paragraph 5 by “outside the littoral zone of a lake or watercourse, a wetland, or a 15 m strip along or around them”.

**96.** Section 75 is amended by replacing “the second paragraph of section 1” in the second paragraph by “subparagraph 1 of the first paragraph of section 1.1”.

**97.** Section 80 is amended by replacing “watercourse or body of water” wherever it occurs in the first paragraph by “watercourse, lake, wetland”;

**98.** Section 86 is amended

(1) by replacing “watercourse or body of water” wherever it occurs in the first paragraph by “watercourse, lake, wetland”;

(2) in the second paragraph :

(a) by replacing “the watercourses referred to in “watercourse or body of water”” by “watercourses”;

(b) by striking out “that width is measured from the natural high-water mark of the watercourse as defined in the policy referred to in the second paragraph of section 1”.

**99.** The following is inserted after section 88:

“**88.1.** Section 30 does not apply to the application of a Class 1 to Class 3A pesticide, carried out otherwise than by aircraft, in connection with the cultivation of non-aquatic plants and mushrooms eligible for a declaration of compliance referred to in section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, and declared pursuant to section 31.0.6 de la Environment Quality Act (chapter Q-2), provided that the following conditions are met

(1) a pesticide, other than a biopesticide or a pesticide intended to eliminate plants prior to the establishment of grassland, must be applied in accordance with an prior agronomic justification containing the information listed in section 74.1. and complying with the second paragraph of section 74.3;

(2) a Class 1 to Class 3 pesticide must be applied before 1 September each year and only to growing crops.

For the purposes of subparagraph 1 of the first paragraph, the farmer must comply with the fourth paragraph of section 74.3.

Despite subparagraph 1 of the first paragraph, a Class 1 to Class 3 insecticide or fungicide may be applied before an agronomic justification is obtained when, in the opinion of an agronomist, the application of the pesticide is the treatment most appropriate to ensure rapid control of a pest that endangers a crop. The justification must be obtained at the latest 2 business days before application of the pesticide, and must bear a number preceded by the letter “U”.

Despite the first paragraph, section 30 continues to apply to the vegetation strip laid out in accordance with section 135.1 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact.

**88.2.** Every person who commits an offence under 88.1 is liable to the penalties prescribed by section 118 de la Pesticides Act (chapter P-9.3).

**88.3.** Sections 88.1 and 88.2 cease to have effect on 1 January 2027.”.

### CHAPTER III INTERPRETIVE PROVISIONS TO ENSURE CONCORDANCE

**100.** The expressions defined in the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, including the expression “flood zone”, apply to the following regulations:

(1) Regulation respecting standards of practice for location certificates (chapter A-23, r. 10);

(2) Construction Code (chapter B-1.1, r. 2);

(3) Safety Code (chapter B-1.1, r. 3);

(4) Regulation respecting wildlife habitats (chapter C-61.1, r. 18);

(5) Regulation respecting threatened or vulnerable plant species and their habitats (chapter E-12.01, r. 3)

(6) Regulation respecting food (chapter P-29, r. 1);

(7) Regulation respecting the burial of contaminated soils (chapter Q-2, r. 18);

(8) Regulation respecting the landfilling and incineration of residual materials (chapter Q-2, r. 19);

(9) Regulation respecting used tire storage (chapter Q-2, r. 20);

(10) Regulation respecting pulp and paper mills (chapter Q-2, r. 27);

(11) Water Withdrawal and Protection Regulation (chapter Q-2, r. 35.2);

(12) Regulation respecting the reclamation of residual materials, enacted by Order in Council 871-2020 dated 19 August 2020;

(13) Regulation respecting contaminated soil storage and contaminated soil transfer stations (chapter Q-2, r. 46);

(14) Regulation respecting the environmental impact assessment and review of certain projects (chapter Q-2, r. 23.1);

(15) Snow, road salt and abrasives management regulation, enacted by Order in Council 871-2020 dated 19 August 2020.

**101.** Unless otherwise indicate by context, in all laws and all regulations, a reference to the Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains (chapter Q-2, r. 35) is deemed to be a reference to the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020.

**102.** Unless the context indicates a different meaning, the expression “flood zone” replaces the following expressions in the regulations listed in section 100:

- (1) flood zone;
- (2) flood plain;
- (3) floodplain;
- (4) flood-plain.

**103.** Unless the context indicates a different meaning, the expression “high-velocity flood zone” replaces the following expressions in the regulations listed in section 100:

- (1) 20-year flood event;
- (2) 20-year flood zone;

(3) flood-risk area having a flood recurrence of 20 years or less;

(4) floodplain having a flood recurrence interval of 20 years;

(5) floodplain, with no reference to a number of years.

**104.** Unless the context indicates a different meaning, the expression “low-velocity flood zone” replaces the following expressions in the regulations listed in section 100:

- (1) 100-year flood line;
- (2) 100-year flood plain.

**105.** Unless the context indicates a different meaning, the expression “boundary of the littoral zone” replaces the following expressions in the regulations listed in section 100:

- (1) high-water mark;
- (2) high-water level;
- (3) natural high-water mark, with respect to the ocean, a watercourse or a lake;
- (4) natural high-water mark;
- (5) normal high-water mark.

#### CHAPTER IV OTHER TRANSITIONAL MEASURES AND FINAL PROVISIONS

**106.** Local municipalities are responsible for the application of sections 1 to 14 and 16.

**107.** Sections 14 and 15 apply from 1 January 2023.

For the purposes of section 14, the information that must be forwarded to a regional county municipality for the first time on 31 January 2023 must cover the period from (*insert the date of publication of this Regulation in the Gazette officielle du Québec*) to 1 January 2023.

For the purposes of section 15, the first summary that a regional county municipality must publish on its website on 31 March 2023 must cover the period from (*insert the date of publication of this Regulation in the Gazette officielle du Québec*) to 1 January 2023.

**108.** Chapter 1 does not apply to substantially complete applications filed with a municipality for an activity to which this Regulation applies before 23 June 2021.

**109.** In accordance with the first paragraph of section 118.3.3 of the Environment Quality Act (chapter Q-2) and unless otherwise provided for, this Regulation takes precedence over any municipal by-law having the same object.

**110.** No provision of this Regulation operates to prevent, in any part of the territories of Municipalité de Pointe-Calumet, Ville de Sainte-Marthe-sur-le-Lac and Ville de Deux-Montagnes included in the perimeter referred to in subparagraph 6 of the second paragraph of section 2, excluding any high-velocity zone within that perimeter, the following activities without floodproofing:

- (1) the reconstruction of any building;
- (2) the construction of any building, except on
  - (a) land that became vacant after 1 April 2017 in the territory of Ville de Deux-Montagnes;
  - (b) land located within the zone of the highest water level reached during the flood of May 2017, as delimited in the Règlement de contrôle intérimaire de la Communauté métropolitaine de Montréal numéro 2019-78 concernant les plaines inondables et les territoires à risque d'inondation, in force on 9 October 2019, and
    - i. that was vacant on 1 April 2017 in the territory of Municipalité de Pointe-Calumet;
    - ii. that was vacant on 1 April 2019 in the territory of Ville de Sainte-Marthe-sur-le-Lac.

For the purposes of this section, land is vacant if, on the date indicated, either it contains no buildings, or it contains one or more buildings whose total value is less than 10% of the value of the land according to the real estate assessment roll in force on that date.

**111.** Order in Council 817-2019 dated 12 July 2019 respecting the declaration of a special planning zone to promote better management of flood zones, as amended by the orders of the Minister of Municipal Affairs and Housing dated 2 August 2019, 23 August 2019, 25 September 2019, 23 December 2019 and 12 January 2021, and by Order in Council 1260-2019 dated 18 December 2019, including the land use planning and development rules it introduces, will cease to have effect on (*insert the date of publication of this Regulation in the Gazette officielle du Québec*).

However, the first paragraph does not relieve a municipality of its obligation to file with the Minister of Municipal Affairs and Housing any report on administration required pursuant to Order in Council 817-2019 for the period preceding (*insert the date of publication of*

*this Regulation in the Gazette officielle du Québec*). The same applies with respect to any requirement to provide the information needed to produce a report on administration in accordance with the Order in Council.

**112.** Every application for the issuance, amendment or renewal of ministerial authorization filed with the Minister under the Environment Quality Act (chapter Q-2) that is pending on (*insert the date of publication of this Regulation in the Gazette officielle du Québec*) remains active and is decided on in accordance with this Regulation.

When an application concerns an activity that is exempted from ministerial authorization on (*insert the date of publication of this Regulation in the Gazette officielle du Québec*), the application remains active and is decided on only with respect to the activities that remain subject to ministerial authorization or an amendment thereto pursuant to the Environment Quality Act. The fee for the part of the application concerning such an activity may be reimbursed on request.

**113.** A person or municipality that, on (*insert the date of publication of this Regulation in the Gazette officielle du Québec*), is awaiting the issue, amendment or renewal of an authorization under the Environment Quality Act (chapter Q-2) for an activity that, beginning on that date, is eligible for a declaration of compliance, may file a declaration of compliance for that activity with the Minister.

The documents required for the declaration of compliance that have already been filed for the application for authorization, amendment or renewal need not be filed again.

The fee for the declaration of compliance is not payable if the fee for authorization, amendment or renewal has been deposited.

**114.** Despite section 363 of the Regulation respecting the regulatory scheme applying to activities on the basis of their environmental impact, enacted by Order in Council 871-2020 dated 19 August 2020, a person wishing to carry out work on flood protection works must, for the application to be valid, file with the Minister in support of the application the information and documents provided for in subparagraph 5 of the first paragraph of section 331 of that Regulation, as amended by section 64 of this Regulation.

**115.** The Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains (chapter Q-2, r. 35) is repealed.

Every disposition of a municipal by-law that implements paragraph *f* of section 3.2 and section 3.3 of the Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains with respect to the cultivation of non-aquatic plants or mushrooms in the littoral zone or on the shore or bank of a lake or river remains applicable under 1 January 2022.

**116.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*, except

(1) section 39 enacting sections 33.1 and 33.2 of the Regulation respecting activities in wetlands, bodies of water and sensitive areas, enacted by Order in Council 871-2020 dated 19 August 2020, and sections 59, 60, 84 and 99, which come into force on 1 January 2022;

(2) sections 65 to 67, which come into force on 1 November 2021.

105111

## Draft conservation plan

Natural Heritage Conservation Act  
(chapter C-61.01)

Act to amend the Natural Heritage Conservation Act and other provisions  
(2021, chapter 1)

### Réserve aquatique projetée du Banc-des-Américains — Temporary protection status

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Minister of the Environment and the Fight Against Climate Change intends to assign temporary protection status as a proposed aquatic reserve to the territory in the conservation plan established for the Réserve aquatique projetée du Banc-des-Américains, appearing below, on the expiry of 45 days following this publication.

The setting aside of the territory was authorized by Order in Council 760-2021 dated 2 June 2021, in accordance with the Natural Heritage Conservation Act and the Act to amend the Natural Heritage Conservation Act and other provisions. The assignment of temporary protection status as a proposed aquatic reserve will make the activities framework provided for in the Act and in the conservation plan established for the proposed aquatic reserve applicable to the territory designated in the plan accompanying it.

The activities framework is set out in particular in section 4 of the draft conservation plan of the Réserve aquatique projetée du Banc-des-Américains. It provides for prohibitions in addition to those set out in the Act and it regulates the carrying out of certain activities that may be carried out within the territory to better ensure the protection of the natural environment, in conformity with the principles of conservation and other management objectives of the proposed aquatic reserve. Certain activities are subject to the prior authorization from the Minister.

Further information on the setting aside may be obtained by contacting Francis Bouchard, Director, Direction des aires protégées, Ministère de l'Environnement et de la Lutte contre les changements climatiques, édifice Marie-Guyart, 4<sup>e</sup> étage, boîte 21, 675, boulevard René-Lévesque Est, Québec (Québec) G1R 5V7; telephone: 418 521-3907, extension 4426; fax: 418 646-6169; email: consultation.GOQ@environnement.gouv.qc.ca.

Any person wishing to comment on the matter is requested to submit written comments within the 45-day period to Francis Bouchard, at the above contact information.

BENOIT CHARETTE  
*Minister of the Environment and  
the Fight Against Climate Change*

### Temporary protection status assigned as Réserve aquatique projetée du Banc-des-Américains

Natural Heritage Conservation Act  
(chapter C-61.01, s. 27)

Act to amend the Natural Heritage Conservation Act and other provisions  
(2021, chapter 1, s. 65)

**1.** The conservation plan of the Réserve aquatique projetée du Banc-des-Américains appears in Schedule A.

**2.** The territory appearing as a schedule to the conservation plan constitutes the Réserve aquatique projetée du Banc-des-Américains.

**3.** The temporary status as proposed aquatic reserve and the conservation plan of the Réserve aquatique projetée du Banc-des-Américains, applicable to the territory appearing as a schedule to the document, come into force on the fifteenth day following the date of their publication in the *Gazette officielle du Québec*.

**SCHEDULE A**  
CONSERVATION PLAN OF THE RÉSERVE  
AQUATIQUE PROJÉTÉE DU BANC DES-  
AMÉRICAINS  
(s. 1)

QUÉBEC STRATEGY FOR PROTECTED AREAS



**Réserve  
aquatique  
projetée du  
Banc-des-  
Américains**

**Conservation plan**

April 2021

## 1. Protection status and toponym

The governments of Québec and Canada have agreed to ensure the preservation of the Banc-des-Américains area in Gaspésie, by jointly creating a marine protected area (MPA). To that end, on March 4, 2019, they concluded a bilateral agreement under which an aquatic reserve will be created under the responsibility of the Ministère de l'Environnement et de la Lutte contre les changements climatiques, and a marine protected area under the responsibility of Fisheries and Oceans Canada. The boundaries and zoning of the territory designated for protection status will be the same in both cases. The two governments have also agreed to create a management committee to harmonize their respective interventions in the Banc-des-Américains Marine Protected Area.

A proposed aquatic reserve is a legal protected status governed by sections 27, 29-31, 33 and 34 of the *Natural Heritage Conservation Act* (chapter C-61.01), as it reads on March 18, 2021. The envisaged permanent marine protected area status is also governed by this law.

The principal objectives of Réserve aquatique projetée du Banc-des-Américains are to preserve a marine area of exceptional ecological value in the Gulf of St. Lawrence, to protect an underwater relief unlike any other in the Estuary and Gulf of St. Lawrence natural province, to preserve its biodiversity and to promote the recovery of threatened and vulnerable species.

The provisional toponym for the territory is "Réserve aquatique projetée du Banc-des-Américains." The official toponym will be determined when the territory is given permanent protection status.

## 2. Plan and description

### 2.1. Geographical location, boundaries and dimensions

The boundaries and location of the proposed aquatic reserve are shown on the map in Schedule 1.

The proposed aquatic reserve lies to the east of the Gaspé Peninsula, in the administrative region of Gaspésie-Îles-de-la-Madeleine, between 48° 29' and 48° 45' north latitude and between 63° 40' and 64° 08' west longitude. It straddles territory in the municipalities of Gaspé to the north and Percé to the south, which lie in the regional county municipalities of La Côte-de-Gaspé and Le Rocher-Percé respectively.

The proposed aquatic reserve encompasses the rocky ridge, peaks and escarpments of Banc-des-Américains, part of the adjacent plains, and a portion of the infra littoral zone to the west. Rectangular in shape, it includes the water column, seabed and subsoil to a depth of five meters, and has an area of about 1000 km<sup>2</sup>.

## 2.2. Ecological overview

Banc-des-Américains is an underwater relief extending from Forillon Peninsula on the south flank of the Laurentian Channel. Lying 6 kilometers from Cap Gaspé, its ridge is nearly 34 kilometers in length, extending to the southeast and terminating by a rocky cliff and two undersea adjacent plains. Depth varies between 12 meters at the summit of the ridge and an average of 90 meters on the southwest plain, to an average of 140 meters on the northeast plain. Among the various trenches scattered around the crest, the deepest reach up to 200 meters in depth. The ridge and cliff feature a compacted substrate. The gentlest slopes and adjacent plains are, as a rule, covered by sandy sedimentary rock and ooze. In the northeast, the proposed reserve is crossed by glacial furrows 6 meters in depth and over a kilometer in length. Based on the ecological reference framework for Québec, there is no other ecosystem assembly of this nature in the Estuary and Gulf of St. Lawrence natural province.

The proposed aquatic reserve is influenced by the Gaspé Current, which rises in the maritime estuary and follows the Gaspé Peninsula out to some twenty nautical miles offshore. The current primarily affects the first 50 meters of the upper layer of water. In the area of the shoal, the tidal current has an average speed of one knot, with a tidal range of up to 1.8 meters in the highest tides. Surface water temperatures range from -1 °C in winter to 16 °C in summer, while they are relatively stable in depth with values ranging from -3°C to 3°C. Salinity varies from 26 to 32 PSU in the surface water layer due to freshwater input from the Gaspé Current, while remaining relatively constant at 32 to 34 PSU in deep water (below 50 meters).

The Gaspé Current carries significant quantities of nutrients and plankton—consisting of diatoms, dinoflagellates, krill, invertebrate larvae and fish—which are held around Banc-des-Américains by a counterclockwise gyre. This oceanographic phenomenon, associated with a wide range of habitats (ridges, escarpments, cliffs, trenches, plains, etc.) and the water stratification during spring and summer, result in high biological productivity.

The area is characterized by a marked diversity and wealth of benthic fauna. Distinctive ridge, plain and cliff sector assemblages can be observed in the proposed reserve. In shallower water (<100 meters) Ophiuroidea is dominant, while at greater depth, shrimp and other arthropods are more abundant. For example, on the ridge, highly dense colonies of frilled anemone have been observed in association with bushy hydrozoans, red algae, sea cucumbers and fish of the cottidae family. The cliff favours the stratification of sessile species such as anemones, sponges, sea urchins and starfish. Within the proposed reserve, snow crab, American lobster, rock crab, waved whelk, Iceland scallop and northern shrimp can be found. The planktonic and benthic biomass of Banc-des-Américains attracts a wide variety of pelagic and groundfish species. Some of these species are abundant, including Atlantic cod, Atlantic halibut, Greenland halibut, witch flounder, deepwater redfish, Acadian redfish, capelin, Atlantic herring and Atlantic mackerel. Species that may frequent the area include American shad designated as vulnerable pursuant to the *Act respecting threatened or vulnerable species* (chapter E-12.01) and several species likely to be

designated as threatened or vulnerable, including Atlantic sturgeon, American eel, striped bass, sea trout, Arctic rainbow smelt, alewife, salmon, Atlantic, spotted and northern wolffish, Atlantic cod (Laurentian South population), porbeagle shark, blue shark and winter skate.

Réserve aquatique projetée du Banc-des-Américains is also a feeding ground or migration route for a number of species of marine mammals. Eighteen species may potentially frequent the area at one point or another over the course of a year. The most common are the humpback whale, blue whale, fin whale, minke whale, Atlantic white-sided dolphin, harbour porpoise, harbour seal and grey seal. According to the Committee on the Status of Endangered Wildlife in Canada (COSEWIC), some species are endangered, such as the North Atlantic right whale, Atlantic Blue Whale and Beluga of the St. Lawrence Estuary, which may be observed in the area. The killer whale, an occasional visitor to the waters bordering the Banc-des-Américains, is considered a species of concern.

Small numbers of leatherback turtle (the largest turtle in the world) likely frequent the Banc-des-Américains area, particularly from June to October. This species is considered threatened in Québec under the *Act respecting threatened or vulnerable species*.

The Banc-des-Américains area is highly prized by sea birds that nest on the cliffs nearby and on Bonaventure Island, Percé Rock and the islands scattered along the Gaspé coast. The proposed aquatic reserve is especially valuable as a feeding ground for many species, such as the northern gannet, Atlantic puffin, razorbill, common murre, black guillemot, Leach's storm-petrel and black-legged kittiwake. Other, rarer pelagic species, such as northern fulmar, great shearwater, Wilson's storm-petrel and ivory gull, may also be present from August to October. From autumn to spring, large gatherings of common eider, red-breasted merganser, common goldeneye, long-tailed duck and black, velvet and surf scoter can be observed off the coast of the peninsula. During this period, other birds regularly seen are king eider, harlequin duck and Barrow's goldeneye, the latter two being designated as vulnerable under the *Act respecting threatened or vulnerable species*.

### **2.3. Land occupation and uses**

Various indigenous groups settled in the Gaspé-Percé area during the prehistoric era to take advantage of the rich plant and wildlife resources of the Banc-des-Américains. European fishermen learned of this region at the beginning of the 16<sup>th</sup> century, with the first Québec fishing settlements appearing in the 17<sup>th</sup> century. Throughout the New France era, the cod fishery supplied the markets of Montréal, Québec City and France with sustenance that was both inexpensive and easy to store. After the conquest of New France, the fishery continued to grow, with large numbers of new settlements making it possible to both exploit the traditional fish resource and develop whaling.

The toponym “Banc-des-Américains” refers to the days when flotillas of fishing boats from the United States frequented the area to fish for cod. In the 1990s, a moratorium was placed on cod fishing due to the increasing rarity of stocks. Commercial fishers turned to snow crab, and to a lesser extent, Atlantic halibut, Greenland halibut and shrimp. There are around ten mariculture sites in Gaspé Bay, but none in the proposed aquatic reserve.

The proposed reserve is free of maritime infrastructures (ports, docks, marinas, etc.), submarine cables and hydrocarbons licenses. Along the coast between Gaspé and Rivière-au-Renard there are thirteen ports, primarily serving the needs of commercial fishers, sport fishers and recreational boaters.

On the periphery of the proposed reserve, there are multiple terrestrial protected areas. They include Parc national de l'Île-Bonaventure-et-du-Rocher-Percé, Forillon National Park, a migratory bird refuge and more than fifteen wildlife habitats (waterfowl gathering areas, seabird nesting cliffs, etc.). The proposed reserve consolidates the regional network of protected areas by strengthening conservation in a marine territory of exceptional biodiversity.

Due to its distance from the coast, the proposed reserve has few activities except for marine mammal observation cruises, boat fishing and recreational boating. However, it is regularly crossed by commercial vessels, including freighters, cruise ships and fishing boats.

The inventory drawn up by the Ministère de la Culture et des Communications currently lists only five archaeological sites within the boundaries of the proposed aquatic reserve. However, it is presumed that the reserve actually has major archaeological potential due to the historical importance of the Banc-des-Américains and the large number of sunken ships that probably lie in its waters. The shipwrecks bear witness not only to exploitation of the resource, but also to commerce and sea traffic that became rooted in the area over the centuries.

### 3. Zoning

Considering the use of the territory, the types of ecosystems and the protection and management objectives targeted in Réserve aquatique projetée du Banc-des-Américains, the area has been subdivided into two zones. The boundaries of the zones are shown in Schedule 2.

The zones are:

- Zone 1: Banc-des-Américains ridge
- Zone 2 (2a and 2b): Adjacent plains

**Zone 1: Banc-des-Américains ridge**

Zone 1 consists of Banc-des-Américains proper, a submarine elevation occupying about 126 km<sup>2</sup>, roughly 10% of the area of the proposed aquatic reserve. It is the richest in biodiversity, as well as being the most fragile. It therefore requires the most restrictive management measures, particularly with regard to activities that could affect the seabed.

**Zone 2 (2a and 2b): Adjacent plains**

Zone 2 (2a and 2b) is composed of two sections that correspond to the plains adjacent to Banc-des-Américains. It covers about 874 km<sup>2</sup>, which is nearly 90% of the total area of the proposed aquatic reserve.

The Ministère will take both overall zoning and the particular features of each zone into account both in its management of the proposed reserve and when studying authorization various requests for authorization of activities or development work. The activities framework in section 4 provides different restrictions for the two zones.

With respect to the permanent aquatic reserve, the conservation measures and zoning associated with the various levels of protection that have been proposed are identical to those set aside during the proposed reserve process.

## **4. Activities framework**

### **§ Introduction**

The purpose of the proposed aquatic reserve is to protect natural environments composed mainly of water, in particular because of the exceptional value they represent scientifically or for the biodiversity conservation of their biocenosis and their biotopes. Activities that may have a significant impact on biodiversity, particularly industrial activities, are prohibited. The proposed aquatic reserve must be considered to be a territory dedicated to the protection of the natural environment, the discovery of nature and recreation.

Activities carried on within the proposed aquatic reserve are governed mainly by the Natural Heritage Conservation Act. Under section 34 of the Act, as it reads on 18 March 2021, the main activities prohibited in a territory to which status as a proposed aquatic reserve has been assigned are

- mining, and gas or petroleum development; and
- the development of hydraulic resources and any production of energy on a commercial or industrial basis.

Although fundamental for the protection of the territory and ecosystems therein, the prohibitions are not always sufficient to ensure the protection of the natural environment and good management of the proposed aquatic reserve. The *Natural Heritage Conservation Act* makes it possible to specify in the conservation plan the legal framework applicable in the territory of the proposed aquatic reserve.

This section provides for prohibitions in addition to those already applicable in the territory of the Réserve aquatique projetée du Banc-des-Américains, under the *Natural Heritage Conservation Act*. It also sets out the conditions under which certain activities are permitted or may be authorized by the Minister, in conformity with the principles of conservation and other objectives of management of the proposed aquatic reserve. A greater number of prohibitions apply in zone 1 of the reserve since the ecosystems and habitats in that zone of the reserve are more fragile than those in zones 2a and 2b. Certain activities prohibited in zone 1 are, in zones 2a and 2b, subject to an authorization from the Minister.

## **§ Prohibitions, prior authorizations and other conditions governing certain activities in the Réserve aquatique projetée du Banc-des-Américains**

### **Chapter I – Prohibited activities**

4.1 In addition to the activities referred to in subparagraph 1 of the first paragraph of section 34 of the *Natural Heritage Conservation Act*, as it reads on 18 March 2021, the following activities are prohibited in zones 1, 2a and 2b of the proposed aquatic reserve:

- (1) mining, gas and petroleum exploration, brine and underground reservoir exploration, prospecting, and digging or boring even where those activities do not necessitate stripping, the digging of trenches or excavation;
- (2) the transportation of mineral substances and hydrocarbons;
- (3) the transmission, transformation and distribution of energy on a commercial or industrial basis;
- (4) aquaculture;
- (5) the use of fertilizers, fertilizing materials and pesticides;
- (6) the introduction of faunal and plant specimens and individuals of non-native species into the environment;
- (7) any other activity likely to degrade the soil or a geological formation or otherwise affect the integrity of the marine environment, in particular by stripping, the digging of trenches or excavation work.

## **Chapter II – Activities requiring an authorization**

4.2 In zones 1, 2a and 2b of the proposed aquatic reserve, the following activities are subject to an authorization:

- (1) scientific research and ecological monitoring;
- (2) activities carried out for the maintenance of biodiversity;
- (3) educational activities;
- (4) commercial tourism.

4.3 An application for authorization must contain the information listed in Schedule 3. The Minister may require an applicant to provide any information or document the Minister considers is necessary to examine an application or make an authorization subject to appropriate conditions, including the requirement to provide a financial guarantee.

## **Chapter III – Activities permitted**

4.4 In addition to the activities referred to in subparagraph 2 of the first paragraph of section 34 of the Natural Heritage Conservation Act, as it reads on 18 March 2021, the following activities are permitted in zones 1, 2a and 2b of the proposed aquatic reserve:

- (1) activities for ensuring public safety or the application of the Act, or for responding to an emergency;
- (2) activities carried out by a member of an Aboriginal community where the activities are part of the exercise of rights covered by section 35 of the Constitution Act, 1982 (Schedule B of the Canada Act, chapter 11 in the 1982 volume of the Acts of the Parliament of the United Kingdom) and those rights are credibly asserted or established.

## **5. Activities governed by other laws**

Some activities that may potentially be carried out in the proposed aquatic reserve are also governed by other applicable legislative and regulatory provisions, and may require a permit, authorization or the payment of fees. Some activities could be prohibited or limited under other laws or regulations applicable within the proposed aquatic reserve.

Other legal frameworks may govern activities that are permitted or subject to authorization within a proposed aquatic reserve, as follows:

- **Protection of the environment:** measures set out in particular by the *Environment Quality Act* (chapter Q-2) and its regulations.
- **Plant species designated as threatened or vulnerable:** measures prohibiting the harvesting of such species under the *Act respecting threatened or vulnerable species* (chapter E-12.01).
- **Exploitation and conservation of wildlife resources:** Measures set out in the *Act respecting the conservation and development of wildlife* (chapter C-61.1) and its regulations, including the provisions in respect of threatened and/or vulnerable wildlife species and restrictions on sport and commercial fishing stemming from the implementation of the Quebec Fishery Regulations (1990) (SOR/90-214), the *Fisheries Act* (R.S.C., 1985, c. F-14) and the Banc-des-Américains Marine Protected Area Regulations (SOR/2019-50) by the responsible ministers
- **Archaeological research and discoveries:** measures set out in particular by the *Cultural Heritage Act* (chapter P-9.002).
- **Access and property rights related to the domain of the State:** measures set out in particular by the *Act respecting the lands in the domain of the State* (chapter T-8.1) and the *Watercourses Act* (chapter R-13).

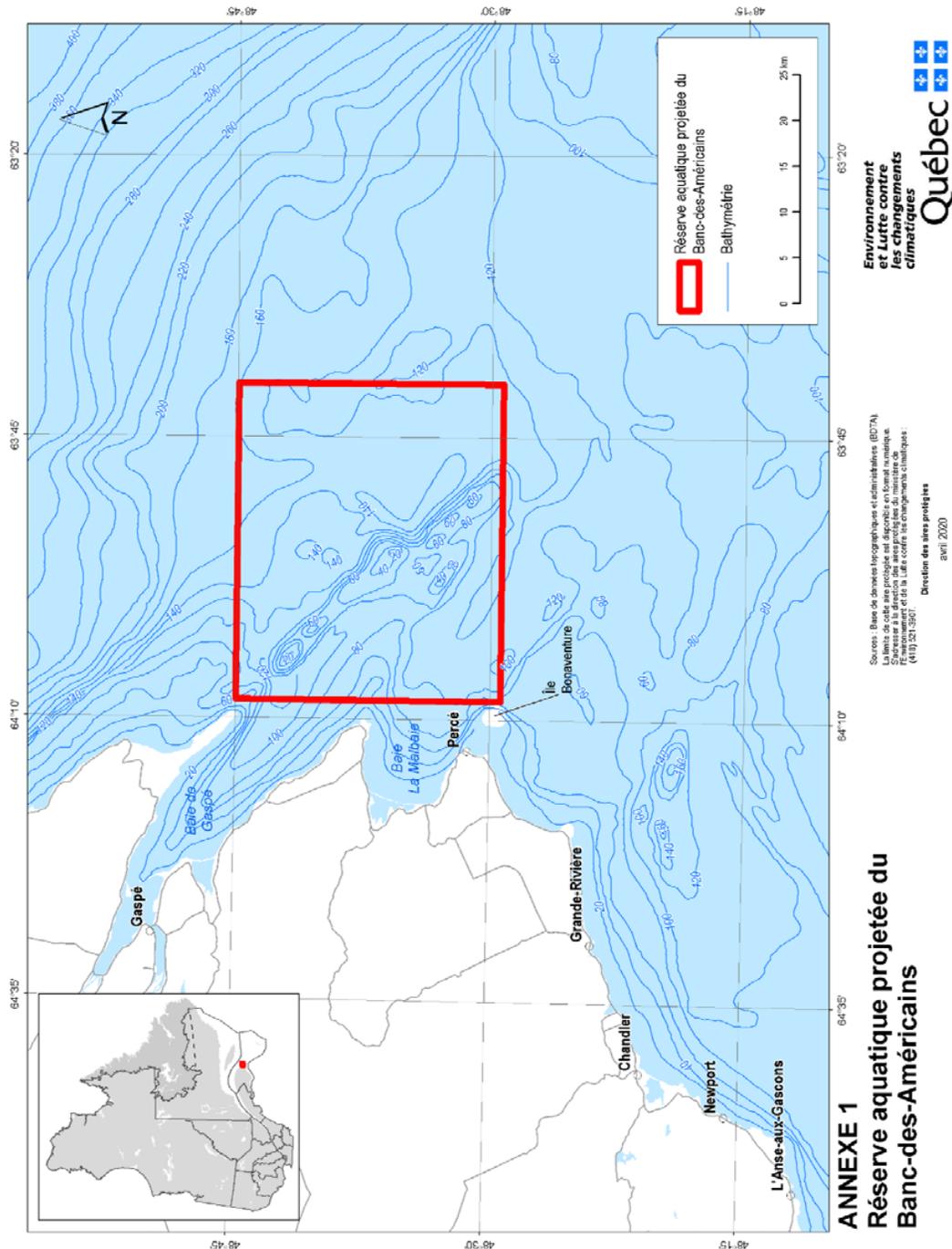
Pursuant to the Canada-Quebec Collaborative Agreement on the proposed Banc-des-Américains marine protected area, carrying out various activities is subject to approval of a plan of activity by Fisheries and Oceans Canada and/or an authorization issued by the Ministère de l'Environnement et de la Lutte contre les changements climatiques.

## **6. Responsibilities of the Minister of the Environment and the Fight against Climate Change**

The Minister of the Environment and the Fight against Climate Change is responsible for ensuring compliance with the *Natural Heritage Conservation Act* and the activities regime set out in the conservation plan. Among other things, the Minister ensures monitoring and control of activities that may take place within the proposed aquatic reserve. The tools needed by users of the reserve to guide their authorization requests will be made available to them. In managing the proposed aquatic reserve, the Minister also enjoys collaboration and participation by other representatives of the governments of Québec and Canada that have specific responsibilities in or adjacent to the territory. They include the Québec Minister of Forests, Wildlife and Parks, Minister of Energy and Natural Resources and Minister of Agriculture, Fisheries and Food, as well as Minister of Fisheries and Oceans Canada. All these ministries are signatories to the *Canada-Québec joint project agreement regarding the Banc-des-Américains Marine Protected Area*. In carrying out their functions they will take into account the protection desired for the natural environments within the reserve and the protection status now granted to them.

# Schedule 1

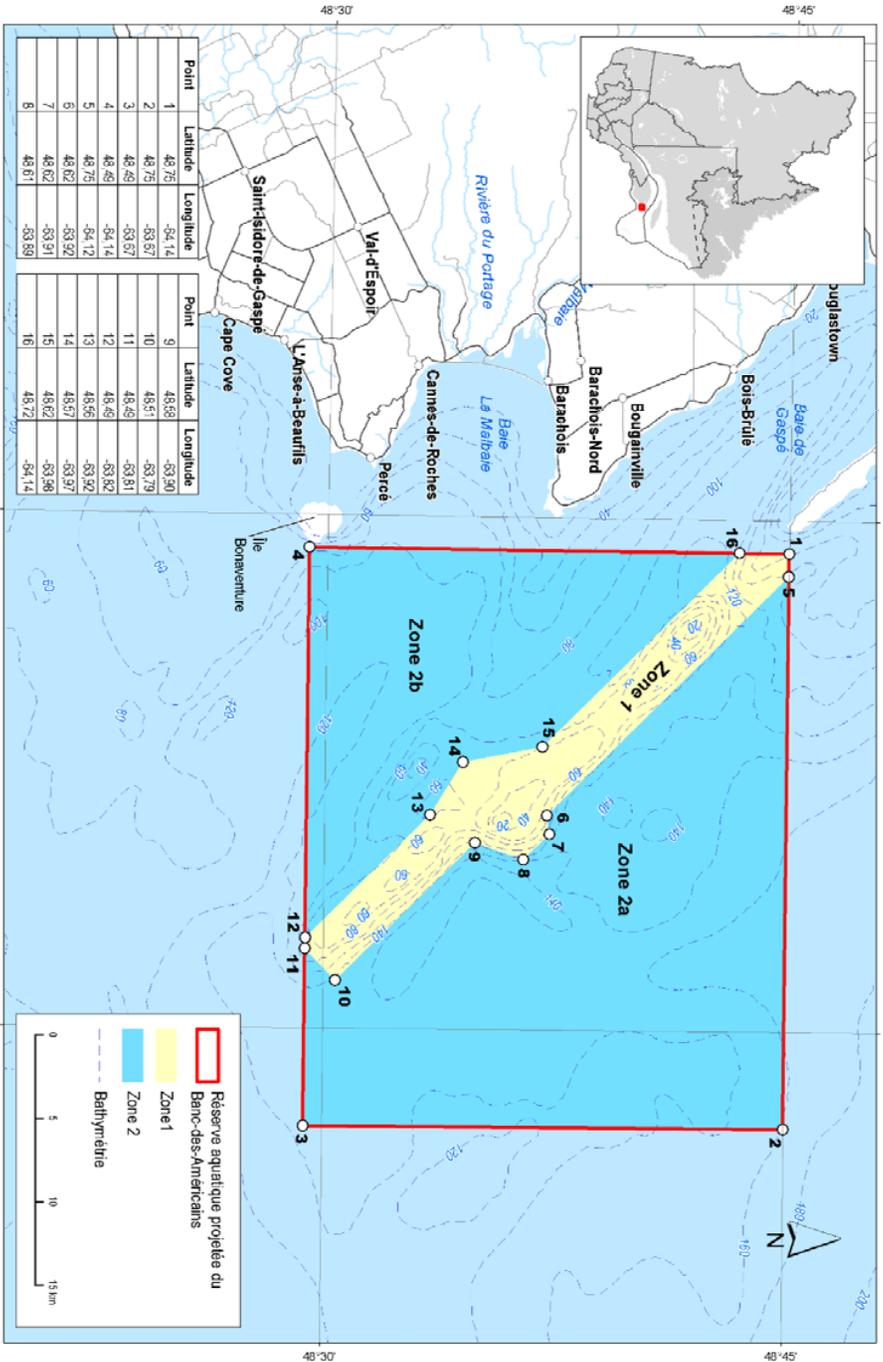
## Map of Réserve aquatique projetée du Banc-des-Américains



# Schedule 2

## Zoning of Réserve aquatique projetée du Banc-des-Américains

### ANNEXE 2 Zonage de la réserve aquatique projetée du Banc-des-Américains



## Schedule 3

### Information required when submitting an authorization request

#### Section 4.3

All authorization requests must include (without being limited to) the following information:

- 1° A confidentiality statement;
- 2° The name of the person in charge of the proposed activity, their contact information (address, telephone numbers and email address) and the name of their affiliated institution or organization;
- 3° The name and type of each vessel expected to be used for the activity, including the country/state of registry, registration number, radio call sign and contact information (name, address, telephone numbers and email address) of the vessel's owner, captain and operator;
- 4° A description of the activity:
  - a) General description;
  - b) Purpose of the proposed activity and description of how it will:
    - i) further knowledge about the biodiversity and biological productivity, habitats of living marine organisms, ecological functions or any living marine organism, including fish species, forage species or species at risk, within the proposed aquatic reserve;
    - ii) contribute to the management of the proposed aquatic reserve or to raising public awareness about it;
  - c) A detailed description of the proposed activity, including:
    - i) the geographic coordinates of the site of the proposed activity, with a map showing its location within the proposed aquatic reserve;
    - ii) the planned date of the proposed activity, as well as alternate dates and estimated duration;
    - iii) the methods and techniques that will be used within the framework of the proposed activity, and the data that will be collected;
    - iv) a list of the equipment that will be used, how it will be deployed and recovered, and how it will be anchored or secured;

- v) a list of the samples (type and quantity) that will be collected;
  - vi) a description of any scientific research, ecological monitoring, biodiversity conservation, and educational or commercial maritime tourism that the applicant has already carried out or intends to carry out at a later date within the proposed aquatic reserve;
- d) Copies of all other required authorizations;
- 5° Justification for access to the proposed aquatic reserve;
- 6° G general description of the studies, reports or other publications that would result from the proposed activity, and their expected date of completion;
- 7° Potential impacts of the activity on ecosystems and species, including a description of any potential negative environmental effects;
- 8° Envisioned mitigation measures;
- 9° Envisioned protection and safety measures for deployment in the field.

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