

COURT OF QUÉBEC
« Small Claims division »

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
LOCALITY OF MONTRÉAL
« Civil division »

N° : 500-32-722542-232

DATE : June 2nd 2025

BY THE HONORABLE DAVID PECHO, J.C.Q.

9392-4793 QUEBEC INC.
Plaintiff

c.

9497-8839 QUEBEC INC.
Defendant

JUDGEMENT

CONTEXT

[1] By notarial deed, the plaintiff 9392-4793 Quebec Inc. “9392” sold to defendant 9497-8830 Quebec Inc “9497” a business known as “Hot Star Fried Chicken”.

[2] 9392 had paid the rent for the premises in which the business is located for the entire month of September. Since the sale occurred on the 22 of September, 9392 claims that 9497 should be responsible for the last nine days of rent in the amount of \$2,066.83, plus \$880 in damages.

QUESTIONS IN DISPUTE

- 1) Is 9497 responsible for the amounts claimed by 9392?

ANALYSIS

- 1) Is 9497 responsible for the amounts claimed by 9392?**

[3] The deed of sale for the business¹ provides the section “obligations of the purchaser: to pay from the date of possession of the business, rentals... unless otherwise stipulated herein”

[4] The possession took place on September 22 (this is admitted by 9497), therefore nine days of rent are the responsibility of 9497, since there are no stipulations to the contrary in the deed of sale.

[5] The rent payable for the premisses for September 2023 is \$6,899.42². It was paid by 9392³. Nine days of rent is equal to \$2,066.83.

[6] 9497 argues that the documentation for the transfer of the lease was only signed with the landlord in October, therefore, it should not be responsible for the nine days of rent being claimed by 9392.

[7] This argument is not a valid one. This claimed exclusion to not be responsible for the rentals is not provided in the deed of sale. Furthermore, 9497 admits that it physically took possession of the premiss on September 21. The fact that the documentation with the landlord was only signed at a latter date does not negate its obligation based on the notarial deed of sale⁴.

[8] 9497 took the premiss as is, opened a new restaurant without doing any renovations. It was not prohibited from using the premiss at any time either by 9392 or the landlord.

[9] The claim for \$2,066.83 will be granted.

[10] 9392 also claims an amount of \$880 for being “absent from work to solve this problem...”.

[11] There is no proof of this to the satisfaction of the Court. Furthermore, since 9392 is a corporate entity, it cannot claim for damages suffered by its owner personally. This portion of the claim will be refused.

¹ Exhibit P-1.

² Exhibit P-4.

³ Exhibit P-5.

⁴ Exhibit P-1.

FOR THESE REASONS, THE COURT:

[12] **GRANTS** the claim in part;

[13] **ORDERS** defendant 9497-8830 Quebec Inc. to pay to Plaintiff 9392-4793 Quebec Inc. an amount of \$2,066.83 with interest at the legal rate, plus the additional indemnity stipulated in section 1619 of the *Civil code of Quebec* as of November 22, 2023.

[14] **ORDERS** defendant 9497-8830 Quebec Inc. to pay to Plaintiff 9392-4793 Quebec Inc. legal cost in the amount of \$173.

DAVID PECHO, J.C.Q.

Date of Hearing: April 14th 2025