

My Protection Mandate

Booklet and Form



The Act to amend the Civil Code, the Code of Civil Procedure, the Public Curator Act and various provisions as regards the protection of persons will enter into force on November 1st, 2022. The protection mandate brochure (guide and form) that you currently have contains some of the changes made by this law.

If this document is filled out and signed in front of witnesses before the law enters into force, it is not necessary to fill out clauses “6 Inventory” and “7 Rendering of account.” However, since these provide an additional level of protection, it is recommended to do so.

As of November 1st, 2022, all new protection mandates or changes to an existing protection mandate would have to include these clauses. Among other things, this would avoid the need for the court to appoint someone to receive the periodic renderings of accounts produced by your mandatary.

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Glossary

As a private writing

Said of a legal document that is signed by the parties involved, without being subject to any other formality.

Commissioner for oaths

Person authorized by the Minister of Justice to administer oaths in Québec.

Full administration

Power to administer, protect and safeguard property, to increase the patrimony and make it productive, and to sell or mortgage property.

Homologation

Judicial procedure to recognize that a person is incapable, that the protection mandate is valid, and that the mandatary can begin to exercise their duties.

Incapacity

State of persons who are unable to care for themselves or administer their property.

Inventory

List of property (money, investments, moveables, immoveables, etc.) belonging to the mandator at the time the mandate takes effect.

Legal person

Entity recognized as having legal rights and obligations under conditions provided for by law, such as a trust company.

Mandator

Adult in full possession of their faculties who prepares a protection mandate.

Mandatary to the person

Adult appointed by the mandator, who will be responsible for ensuring the well-being of the mandator in accordance with the provisions of the protection mandate.

Mandatary to the property

Person (physical or legal) appointed by the mandator, who will be responsible for managing the mandator's property in accordance with the provisions of the protection mandate.

Medical and psychosocial assessments

Assessments performed by professionals from the health and social services network or in private practice to determine a person's incapacity and need for protection.

Periodic rendering of accounts

Periodic report submitted by the mandatary to persons named by the mandator. This report provides an account of the administration of their property.

Protection mandate

Document in which a person designates one or more people to look after their person and property should they become incapable. The mandate specifies the scope of the powers given to the designated person(s).

Simple administration

Power limited to properly managing, safeguarding and preserving property.

Statement under oath

Written statement made under oath before a commissioner for oaths, or any other person authorized for this purpose by law.

Substitute mandatary

Adult who may be asked to replace the principal mandatary if they are no longer willing or able to assume the responsibilities described in the mandate.

Tutorship

Protective measure for persons who are unable to care for themselves and/or their property. A person under tutorship may execute certain acts alone, with the help of their tutor or for other acts, the tutor represents them. The scope of the tutor's responsibilities is determined by the court.

Witness

Person who is neither the principal mandatary, the substitute mandatary nor the person who receives the rendering of accounts, and who attests to the mandator's capacity when the mandate was signed.

Who will care for you and manage your affairs if you're unable to do so?

The state of being unable to look after yourself and your property is called “incapacity.” The main causes of incapacity are intellectual disability, mental illnesses and degenerative diseases, and traumatic head injury.

The protection mandate, which used to be called a “mandate in case of incapacity,” is designed to deal with this kind of situation. It lets you name, in advance, one or more people to look after your well-being and manage your property should you become unable to do so yourself. You can also specify what you want their responsibilities to be.

The law provides for two types of protection mandate: a notarized mandate, meaning one prepared by a notary, and a mandate given in the presence of witnesses, also known as a private writing. A mandate given in the presence of witnesses can be drawn up by a lawyer, or you can prepare it yourself using the form available from the Curateur public du Québec. Whatever type of mandate you choose, it must be approved by the court. This process is called homologation.

This booklet will provide you with the information you need to prepare your own protection mandate. To find out more about the role of the Curateur public du Québec in protecting incapable persons, visit the website at Quebec.ca/protection-mandate.

Protection mandate

The Civil Code of Québec allows any adult of sound mind to prepare a protection mandate. In it, you can describe how you want to be looked after and how you want your property to be managed if someday you are unable to do so yourself.

The protection mandate may not be made jointly by two or more persons. Each person must therefore have their own protection mandate.

It is up to you to decide what to include in your mandate. The mandate must reflect your wishes and preferences, and be adapted to your specific

situation so that you will be well protected should you become incapable.

You should review your mandate periodically to make sure that it still meets your needs. Important events in your life (for example, birth, divorce, purchase of a property, death of a loved one) are good opportunities to take another look at it. If you change your mandate, however, you will need to start the whole process over, as though you were making your mandate for the first time. Remember that the new mandate revokes all prior mandates.



This document always refers to the mandatary in the singular, but you may name more than one mandatary in your protection mandate.



THE NUMBERS REFER TO THE SECTIONS IN THE FORM

CHOOSING A MANDATARY

1 SOLE MANDATARY OR MULTIPLE MANDATARIES

2 SUBSTITUTE MANDATARY OR SUBSTITUTE MANDATARIES

As the mandator, you are free to appoint anyone you wish to be your mandatory, meaning the person who will see to your care and manage your property should you become unable to do so yourself.

The mandatory responsible for the protection of your person will see to your general well-being. This means they will make sure that your living conditions (housing, food, clothing, care, leisure activities, safety, etc.) are satisfactory.

The mandatory responsible for administering your property will manage your bank accounts, investments and immoveable property, pay your bills, prepare your tax returns, and so on. The clauses that you include in your mandate will determine the responsibilities, powers and obligations of the mandatory.

The mandatory must be an adult who is capable of carrying out the assigned tasks. Choose someone you trust fully, and discuss these responsibilities with them. Obtain your mandatory's agreement to ensure that the mandate will be homologated and that your needs and preferences have been understood and will be respected when the time comes.

Note that the Curateur public cannot be appointed as mandatory.

In all cases, it is advisable to name a substitute mandatory in case your principal mandatory is unable to carry out their responsibilities when the mandate takes effect, or at any other time afterwards. If there is no substitute mandatory, the process to institute tutorship will commence.



Should you appoint one or more mandataries? It's up to you. You can name only one mandatory who will take care of you AND your property. If you prefer, you can name two different mandataries, one to protect your person and another to manage your property.

The mandatory to the person must be a physical person, such as a family member or a friend. The role of this mandatory is to ensure your well-being.

The mandatory to the property can be either a physical person or a legal person. For example, a legal person is a trust company or a savings company. The role of this mandatory is to administer your property.

You may also name more than one mandatory to the person and more than one mandatory to the property. These are known as co-mandataries, and they are required to act jointly, meaning they will have to agree on every decision that concerns you.

If one of the co-mandataries dies or resigns, the remaining mandatory can act alone only if this is stated in the mandate. Otherwise the substitute mandatory, if any, will be named as mandatory according to the procedure provided for in the mandate, if applicable. The substitute mandatory will be required to inform the Curateur public when they take over.

If you have not named a substitute mandatary, the process to institute a tutorship will commence, because the remaining co-mandatary may not make decisions alone.

Once you have drawn up your mandate, it is prudent to give a copy to your mandatary or, at the very least, tell them where you have stored the original. You should also inform your family that you have prepared a mandate and tell them the mandatary's name. This will simplify the homologation process.

Upon homologation of the mandate, your mandatary can always refuse to take on the assigned responsibilities if they are no longer willing or able to carry out the role. The same applies to the substitute mandatary, who has the right to refuse the appointment if asked to replace the principal mandatary.

In exercising their duties and making any decision regarding the homologation or execution of the mandate, your mandatary must act in your best interest, respect your rights and safeguard your autonomy, all while taking into account your wishes and preferences.

Your mandatary must inform and consult with you as much as possible and without delay.

Your mandatary must see to your mental and physical well-being. They must also take into account your needs and faculties, as well as other circumstances in which you find yourself.

Finally, where possible, your mandatary must maintain a personal relationship with you, involve you in decisions made about you and keep you informed.



People with an homologated protection mandate are full-fledged citizens and their autonomy must be preserved as much as possible.

The ability to perform certain acts alone varies depending on the person, but they may be able to, for example, drive their vehicle, have a bank card, make certain purchases, register for a course, etc.

WITNESSES

14 DECLARATION BY THE WITNESSES

You must sign your protection mandate in the presence of two witnesses, and both witnesses must countersign the document in your presence. In so doing, they attest that the mandate has indeed been signed by you and that you were capable of doing so. Although you have to tell the witnesses what the document is, you do not have to disclose its contents or identify your mandatory. Your witnesses must initial each page. This indicates that each page is part of the mandate and that it has not been replaced since the mandate was signed. The witnesses must then sign the mandate.

A witness cannot be a mandatory, a substitute mandatory or the person to whom the mandatory will submit the rendering of accounts. Witnesses must be adults of sound mind.

It is recommended that one of your witnesses give a statement under oath (see appendix). The statement under oath is a written document in which the witness attests that the mandator is capable of preparing their mandate, and that the mandator signed the mandate in the presence of the witnesses. This document will be required at the time of homologation. Without a statement under oath, which is proof of your capacity at the time you prepared your mandate, there is a possibility the mandate may not be homologated.

A statement under oath can be made before a notary, a lawyer, or a commissioner for oaths (a person authorized by the Minister of Justice to administer oaths in Québec). The costs are minimal. You can search for a commissioner for oaths in the Ministère de la Justice's Register of Commissioners for Oaths ([assermentation.justice.gouv.qc.ca](https://www.justice.gouv.qc.ca)).



PROTECTION OF THE PERSON

3 HOUSING

4 END-OF-LIFE WISHES

The protection mandate allows you to make your wishes known regarding any matter that affects your person and well-being (housing, food, clothing, etc.). For example, you can inform your mandatary about your wishes and preferences regarding the type of place where you would like to live. You can also indicate your end-of-life wishes, for instance, with regard to the type of

10 CONSULTATION

12 OTHER INSTRUCTIONS

care you want or do not want to receive in your final days, pain relief, aggressive therapy, organ donation, and so on. Note that advance medical directives (AMD) take precedence over the end-of-life wishes expressed in your mandate. You can find out more about AMDs by visiting the Gouvernement du Québec's Portail santé mieux-être.

ADMINISTRATION OF PROPERTY

5 POWERS OF ADMINISTRATION

10 CONSULTATION

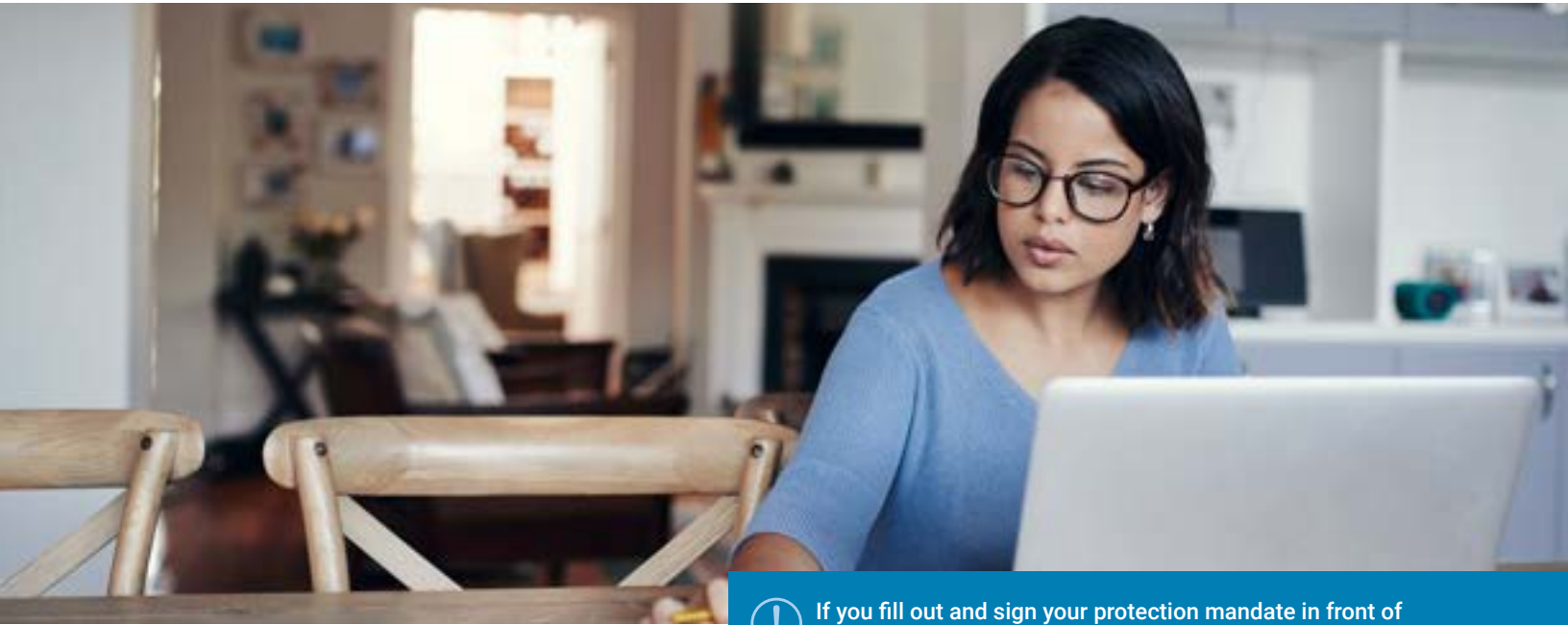
It is important to clearly define the powers you give to the mandatary to the property. You may give your mandatary the powers of simple administration. In this case, your mandatary will manage your day-to-day affairs, such as pay bills or collect your income. Your mandatary will preserve and maintain your property, make investments that are presumed sound, for example, by using different types of bonds, certificates of deposit, and so on. However, they must obtain authorization from the court for more significant transactions, such as selling or mortgaging property. You may also decide to

12 OTHER INSTRUCTIONS

give your mandatary more responsibility, or the powers of full administration. In addition to the powers of simple administration, your mandatary must ensure that your assets grow and increase in value by making a range of investments. As well, they may also borrow, take out a mortgage in your name, or sell your property without prior authorization. Remember, however, that regardless of the powers you give your mandatary, you can prohibit the sale of certain property.

If you do not specify this in your mandate, the powers of simple administration will apply.

If you have one or more dependants when the mandate is homologated or during its term, your obligation to provide support will continue despite your incapacity. Your mandatary must ensure your dependants' support and maintenance by taking into account the needs, resources and circumstances of all parties and, if applicable, the time it will take your dependants to become independent adults.



RENDERING OF ACCOUNTS

6 INVENTORY

7 RENDERING OF ACCOUNTS

You must arrange for your mandatary to be accountable to another person for their management of your property while the protection mandate is in effect. The rendering of accounts is drawn up periodically by your mandatary regarding the management of your property (income, expenses, banking transactions, etc.).

The person you appoint to receive this periodic rendering of accounts will have the role of ensuring that your mandatary acts honestly when managing your property and that they make decisions in your sole interest.

You will need to appoint a person to whom your mandatary will be accountable and also provide a substitute. The Curateur public may be designated to receive the accounts. If you do not appoint one, the court will appoint the person who will receive the accounts upon homologation of the mandate.



If you fill out and sign your protection mandate in front of witnesses before November 1st, 2022, the date on which the *Act to amend the Civil Code, the Code of Civil Procedure, the Public Curator Act* and various provisions as regards the protection of persons comes into force, it is not necessary to fill out clauses “6 Inventory” and “7 Rendering of account.” However, since these provide an additional level of protection, it is recommended to do so.

For more information, visit the Curateur public’s website: [Québec.ca/protection-mandate](https://quebec.ca/protection-mandate)

You might as well choose one yourself now! The frequency of the rendering of accounts will also need to be determined, but it cannot exceed three years.

Within 60 days of the homologation of the mandate, your mandatary must take inventory of all your moveable and immovable property. This step must be done before a notary or in the presence of two witnesses. The mandatary will have to send a copy of the inventory to the person appointed to receive periodic rendering of accounts.

The substitute mandatary, who will take over from another mandatary, after at least one rendering of accounts, will not be required to repeat the inventory. However, you can stipulate that they are required to take a new inventory of the property to be administered.

REMUNERATION

8 REMUNERATION

The Civil Code of Québec stipulates that the mandatory shall carry out their role free of charge, unless you want to offer remuneration to your mandatory for the time spent taking care of you or managing your property.

However, your mandatory is entitled to be reimbursed for any costs incurred in exercising their duties, such as travel expenses. You do not have to specify this in your mandate.

Your mandatory has the right to be reimbursed for expenses incurred in carrying out their role, for example, an accountant's fees for filing your tax return or a lawyer's fees for defending you during a dispute. Although not mentioned in the law, certain expenses, provided they are reasonable and, above all, incurred in your best interest, may be reimbursed to the mandatory. For example, gas and parking expenses could be considered reimbursable, but not the purchase of a vehicle by your mandatory to visit you.

REASSESSMENT

9 REASSESSMENT OF INCAPACITY

When it comes to the protection mandate, the law does not provide a time limit for reassessing your incapacity. However, in your mandate, you can plan for periodic reassessments of your

condition and specify a frequency at which your mandatory will need to request them. For reference, in the case of tutorship, the time limits for reassessment cannot exceed five years.

CHOOSING A TUTOR FOR YOUR MINOR CHILDREN

11 TUTOR TO MINOR CHILDREN

If, at the time your mandate is homologated, one of your children is a minor, a tutor should be appointed. The protection mandate allows you to designate a person for this role. The appointment of a tutor will only take effect if you are the last parent (father or mother) to assume the duties of legal tutorship for the child.

You can choose the same tutor for all your minor children or name several different tutors, by indicating which tutor will be responsible for each child.

WHEN DOES THE MANDATE TAKE EFFECT?

For the mandate to be homologated, and therefore take effect, the court must confirm that you are indeed incapable. To be able to do this, the court must have on hand medical and psychosocial assessments carried out by professionals from the health and social services network, who have established that you are incapable. The court must also verify the validity of the mandate as well as the mandatory's ability to exercise their duties.

Your mandatory then submits an application for homologation to the court of the legal district where you reside. The application must be accompanied by copies of the mandate and the medical and psychosocial assessments.

This procedure takes time. The procedure ends with a court judgment bringing the mandate into effect. This allows your mandatory to exercise the powers granted by the mandate.

Your mandatory may ask a lawyer or a notary for help in carrying out these steps, which can be complex. Homologation fees are generally paid out of your patrimony.

Whether your mandate has been notarized or prepared by a lawyer or yourself, the homologation process and the fees are the same. Furthermore, if you have given someone power of attorney to manage your property, it generally ceases to be valid when your protection mandate takes effect.

WHAT HAPPENS IF YOU BECOME CAPABLE AGAIN?

If you become capable again, a medical report and a psychosocial report confirming your capacity must be filed with the court clerk. The powers granted in the mandate will automatically cease within 30 days of the medical and psychosocial assessments being filed if none of the people notified by the court (for example, your spouse, close relatives) challenges the procedure. If there is a challenge, the judge will rule on the recommendations outlined in the medical and psychosocial assessments.

WHAT IF THE MANDATOR DIES?

The mandate is terminated when you die. The mandatory must then submit a final report regarding their administration to your heirs. The Curateur public must be notified of the mandator's death.

WHAT IF THE MANDATARY DIES?

If your mandatory dies during the mandate, the substitute mandatory will take over. The liquidator of the mandatory's succession must, on behalf of the mandatory, submit a final report regarding the administration of your property to the substitute mandatory. If you have not named a substitute mandatory and your principal mandatory dies, the process to institute a tutorship will commence. The Curateur public must be notified of the mandatory's death.

My Protection Mandate

Form

**You are now ready to draw up
your mandate.**

**If you need help filling out the
form, refer to the instructions,
glossary and checklist.**



The Act to amend the Civil Code, the Code of Civil Procedure, the Public Curator Act and various provisions as regards the protection of persons will enter into force on November 1st, 2022. The protection mandate brochure (guide and form) that you currently have contains some of the changes made by this law.

If this document is filled out and signed in front of witnesses before the law enters into force, it is not necessary to fill out clauses “6 Inventory” and “7 Rendering of account.” However, since these provide an additional level of protection, it is recommended to do so.

As of November 1st, 2022, all new protection mandates or changes to an existing protection mandate would have to include these clauses. Among other things, this would avoid the need for the court to appoint someone to receive the periodic renderings of accounts produced by your mandatary.

INSTRUCTIONS

The numbers that appear in the margin of these instructions refer to the same numbers in the form.

Filling out the form:

You must...

- fill out the form, either:
 - **on screen.** You must then print it, and sign and initial each page in ink.
 - OR**
 - **on paper,** after printing it. You must write in ink, in block letters.
- If you make a mistake when drawing up your mandate, you can make changes to the text. Remember to initial each change.
- If you need more space for any section of the form, you can add pages by numbering them so that they refer to the appropriate section of the form.
- Make sure that your initials and those of your witnesses appear at the bottom of each page.
- Cross out all or part of the clauses that you do not want to include in your mandate.

This document always refers to the mandatary in the singular, but you may name more than one mandatary in your protection mandate.

1 You must choose one of the two options.

Indicate the name, date of birth and contact information of your mandatary or mandataries as well as your relationship to each one. Check one of the boxes if you want the one remaining mandatary to continue to act on your behalf. This mandatary will then be responsible for protecting your person and managing your property. Remember, however, that if you name co-mandataries (two different mandataries) for your person or co-mandataries for your property, they will have to act jointly. This means that they will have to make all decisions together and agree on these decisions.

2 Indicate the name, date of birth and contact information of your substitute mandatary as well as your relationship to this person.

3 Specify your wishes and preferences regarding housing.

4 Check the desired options and add any clarifications you wish.

INSTRUCTIONS

- 5** Check the applicable box and add any relevant information (if you so wish).
- 6** Check the desired box if you want the substitute mandatory designated in section 2 to perform a new inventory of all your property when they take over.
- 7** Indicate the name, date of birth and contact information of the person to whom your mandatory must submit the rendering of accounts. Also indicate how often this is to be done.
- 8** State your wishes regarding remuneration of your mandatory to the person and your mandatory to the property.
- 9** Check the applicable box and indicate the frequency (if appropriate).
- 10** Note down the names and contact details of the persons to reach out to.
- 11** Indicate the name of the tutor, their relationship to your child, and the child's name and date of birth.
- 12** If necessary, provide additional information regarding the protection of your person or the administration of your property.
- 13** Indicate your name, contact information and place of birth, and sign the document.
- 14** Ask your witnesses to indicate their name, contact information, as well as the date and place, and sign the document.

MY PROTECTION MANDATE – FORM

This mandate cancels any previous protection mandate or mandate in case of incapacity.

1 SOLE MANDATARY

I, the undersigned, _____, born on _____,
Name of mandator Day / Month / Year

hereby designate the following person to act as mandatory for protecting my person and administering my property:

| Name | Date of birth | Address, telephone and email | Your relationship to the person |
|------|---------------|------------------------------|---------------------------------|
| | | | |

OR

MULTIPLE MANDATARIES

I, the undersigned, _____, born on _____,
Name of mandator Day / Month / Year

hereby designate the following person or persons to act as mandatory or mandataries responsible for protecting my person:

| Name | Date of birth | Address, telephone and email | Your relationship to the person |
|------|---------------|------------------------------|---------------------------------|
| | | | |
| | | | |

I also hereby designate the following person or persons to act as mandatory or mandataries responsible for administering my property:

| Name | Date of birth | Address, telephone and email | Your relationship to the person |
|------|---------------|------------------------------|---------------------------------|
| | | | |
| | | | |

Check if desired

- If two mandataries are designated (one for my person and one for my property), and if either of them resigns, dies or becomes legally incapable, the remaining mandatory will act as if they alone had been designated.
- If more than one mandatory is designated for my person or more than one mandatory is designated for my property, and if either of them resigns, dies or becomes legally incapable, the remaining mandatory will act as if they alone had been designated.

2 SUBSTITUTE MANDATARY

If you have designated a single mandatary.

If my mandatary is unable to act for whatever reason, I designate the following person or persons to act as substitute mandatary or mandataries:

| Order of appointment | Name | Date of birth | Address, telephone and email | Your relationship to the person |
|----------------------|------|---------------|------------------------------|---------------------------------|
| 1 | | | | |
| 2 | | | | |

OR

SUBSTITUTE MANDATARIES

If you have designated several mandataries.

If the mandatary responsible for protecting my person is unable to act for whatever reason, I designate the following person or persons to act as substitute mandatary or mandataries:

| Order of appointment | Name | Date of birth | Address, telephone and email | Your relationship to the person |
|----------------------|------|---------------|------------------------------|---------------------------------|
| 1 | | | | |
| 2 | | | | |

If the mandatary responsible for administering my property is unable to act for whatever reason, I designate the following person or persons to act as substitute mandatary or mandataries:

| Order of appointment | Name | Date of birth | Address, telephone and email | Your relationship to the person |
|----------------------|------|---------------|------------------------------|---------------------------------|
| 1 | | | | |
| 2 | | | | |

PROTECTION OF MY PERSON

3 HOUSING

If possible, I would like to live at home. However, if my health requires me to live in a setting that is safer and better suited to my needs, my mandatary to the person will make decisions in keeping with the circumstances, while taking into account the following wishes and preferences:

4 END-OF-LIFE WISHES

In all decisions concerning care required at the end of my life, my mandatary must consider:

- My opposition to any form of aggressive therapy. I wish to die with dignity, with the required supportive and comfort care and the appropriate medication to relieve my suffering, even though it may hasten my death.
- Other specific wishes:

ADMINISTRATION OF MY PROPERTY

5 POWERS OF ADMINISTRATION

I grant my mandatary the power to administer my moveable and immoveable property according to the rules of (check one of the following options):

- Simple administration (collect income, ensure the day-to-day management of my affairs, preserve and maintain my moveable and immoveable property, etc.).
- Full administration (collect income, ensure the day-to-day management of my affairs, preserve and maintain my moveable and immoveable property, make my property productive, sell or mortgage an immoveable, etc.).

Clarification: I do not want the following moveable and immoveable property to be sold, unless necessary:



If you fill out and sign your protection mandate in front of witnesses before November 1st, 2022, the date on which the *Act to amend the Civil Code, the Code of Civil Procedure, the Public Curator Act* and various provisions as regards the protection of persons comes into force, it is not necessary to fill out clauses "6 Inventory" and "7 Rendering of account." However, since these provide an additional level of protection, it is recommended to do so.

For more information, visit the Curateur public's website: Quebec.ca/protection-mandate

6 INVENTORY

1. My **mandatary** will perform an inventory of all my property, moveable and immoveable, within 60 days of the homologation of the mandate. This step must be done in the presence of two witnesses or before a notary. The mandatary will have to send a copy of this inventory to the person appointed to receive the rendering of accounts.
2. I want my **substitute mandatary** (designated in Section 2), **if they must take office after the initial homologation of my mandate**, to perform an inventory of all my property, moveable and immoveable, within 60 days of them taking over.

Yes No

7 RENDERING OF ACCOUNTS

My mandatary will give an account of their management of my property to the following person:

| Name | Date of birth | Address, telephone and email |
|------|---------------|------------------------------|
| | | |

Frequency:

Once a year Once every two years Once every three years

Initials of mandator and witnesses

If the person designated to receive the accounts is unable to act for whatever reason, my acting mandatary will give an account of their management of my property to the following person:

| Name | Date of birth | Address, telephone and email |
|------|---------------|------------------------------|
| | | |

OR

Curateur public du Québec

Frequency:

Once a year Once every two years Once every three years

8 REMUNERATION

All expenses incurred by my mandatary in carrying out their role, including the costs related to homologation of my mandate, will be paid from my patrimony, unless the court decides otherwise.

I would like:

- My mandatary to act free of charge.
- My mandatary to be reimbursed from my patrimony according to the following terms and conditions:

| MANDATARY TO THE PERSON OR SUBSTITUTE MANDATARY | TERMS AND CONDITIONS |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>_____</p> | <p>Amount of \$ _____</p> <p><input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Other (specify): _____</p> |
| <p>Name</p> | <p><input type="checkbox"/> Hourly rate of \$ _____</p> |

| MANDATARY TO THE PROPERTY OR SUBSTITUTE MANDATARY | TERMS AND CONDITIONS |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>_____</p> | <p>Amount of \$ _____</p> <p><input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Other (specify): _____</p> |
| <p>Name</p> | <p><input type="checkbox"/> Hourly rate of \$ _____</p> |

OTHER CLAUSES

9 REASSESSMENT OF INCAPACITY

I would like my mandatary to periodically request a reassessment of my incapacity.

Yes No

Frequency of reassessment of my incapacity: _____ years.

(In general, it is recommended that the time limit for reassessment not exceed five (5) years.).

If yes: My mandatary must have new medical and psychosocial assessments conducted, as often as indicated above, in order to reassess my condition. Based on these assessments, my mandatary must make all necessary decisions to ensure that this mandate is either maintained or revoked.

10 CONSULTATION

If my mandatary deems it appropriate, they will consult the people closest to me on any decision regarding the homologation or execution of this mandate.

Yes No

| Name of person to consult | Address, telephone and email |
|---------------------------|------------------------------|
| | |

| Name of person to consult | Address, telephone and email |
|---------------------------|------------------------------|
| | |

| Name of person to consult | Address, telephone and email |
|---------------------------|------------------------------|
| | |

11**TUTOR TO MINOR CHILDREN**

If, at the time of my mandate’s homologation, one of my children is a minor and doesn’t have a tutor, I designate the following person to act in the quality of tutor:

| Name of tutor | The tutor’s relationship with my child | Child’s name and date of birth |
|---------------|----------------------------------------|--------------------------------|
| | | |
| | | |
| | | |

12**OTHER INSTRUCTIONS**

Other wishes and preferences concerning the protection of my person:

Other wishes and preferences concerning the administration of my property:

CHECKLIST

Have you...

fill out the form:

- **on screen?** You must then print it, and sign and initial each page in ink.

OR

- **on paper, after printing it?** You must write in ink, in block letters.

initial any changes?

sign and date section 13?

have your witnesses sign section 14?

make sure you and your witnesses initialled the bottom of each page of the form and the appendices, if applicable?

ask one of your witnesses give a statement under oath (see appendix)?

DECLARATION BY THE WITNESSES

I, the undersigned, _____, domiciled at _____
Name of witness Full Address

_____, declare the following under oath:

- 1) I am one of the witnesses present at the signing of the protection mandate of _____, signed before witnesses at _____, on _____.
Name of mandator Place Day / Month / Year
 - 2) I know the mandator personally and declare that they were capable when they signed their protection mandate.
 - 3) I have no interest in the said protection mandate.
 - 4) The mandator signed their protection mandate in my presence and in the presence of _____, and we both signed as witnesses in the presence of the mandator.
Name of the other witness
- OR**
- 4) The mandator recognized their signature before me and _____, the other witness, and we both signed as witnesses in the presence of the mandator.
Name of the other witness
 - 5) Both myself and the other witness were capable when the said protection mandate was signed.

And I have signed

Last name First name Signature of witness

SOLEMNLY SWORN before me, at _____ on _____
Place Day / Month / Year

Commissioner for oaths for all judicial districts

My Protection Mandate will guide you through the process of naming a mandatary who will look after you and your property should you become disabled because of an illness or accident. It tells you everything you need to know about choosing a mandatary and the different clauses that may be included in the protection mandate.

Stay in control: Decide now who will take care of you and your property should you become incapable.

FOR MORE INFORMATION

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Montréal (Québec) H3B 4W9



Toll-free:
1 844 LECURATEUR (532-8728)



Quebec.ca/protection-mandate