

How to change the legal name of the Company: A detailed Checklist

If you are currently in the process of renaming the legal name of a company, it's a good idea to have a thorough understanding of how to execute the change efficiently.

Here are some of our recommended guidelines and responses to frequently asked questions when changing a legal name of a company.

Where to begin?

The following are some recommended steps in order to complete a company legal name change: (note please read the entire list before taking action)

1. Secure the new name (usually by completing a NUANS name search to confirm availability and reserving the name). You will also want to check the availability of matching domain names. Once your new name is reserved you will need to execute articles of amendment, and a resolution approving the name change to register the name change with the corporate registry. You should consider whether you'd also like to register your new name as a trademark via CIPO registration.
2. We recommend securing your old company name as a new business name (operating name) registration, because it gives you a transitional period to operate under both your old name and new name.
3. Review agreements with your lenders and investors to confirm whether consents are required from those parties to change your name - if yes, prepare a consent document and circulate prior to formally amending the articles to change your name.
4. Send parties to contracts currently in effect the articles of amendment and name change certificate once your name is legally changed so that they are aware of the change (or a formal letter excerpting the relevant information). Such parties may include:
 - Banks who would need this information in order to accept customer cheques
 - Government entities you deal with such as: CRA, WSIB, payroll provider
 - Vendors who are expecting cheques from you
 - Landlord
 - Insurance company
 - Licenses in effect
5. For existing contracts or invoicing with parties who knew you by your old name: start to transition to the new name by addressing new paperwork as "[new legal name], doing business as [old legal name that is now a registered business name]".
6. For new contracts/invoices or for renewal of existing contracts (at the time of renewal): adjust to the new name by only including your new legal name on the paperwork.
7. When all contracts are shifted over to only the new name, then officially switch over and you may remove the "doing business as [old name]" and you may allow the business name registration to lapse.

8. Update invoices, share certificates, and other branded material such as business cards.

Frequently asked questions

We've signed service agreements, many years ago, and want to leave them as they are: Is this okay? Do we need to reissue or update anything for these agreements?

You can leave them as they are without adjustment. At the time of renewal of any contract or entering into new contracts, see step 6 above. You can also complete step 4, although this is an optional step. Invoices under the old contract should be issued and addressed as directed in step 5 above.

How should we be presenting ourselves on invoices going forward?

Please see step 5 above.

How should we be handling new contracts going forward? What nomenclature should we use for our new agreements and are there changes that go beyond just updating the name to XX doing business as YY?

New contracts should be addressed as directed in step 6 above. . In addition, we'd recommend, however this is optional, you also send parties to contracts currently in effect, notice that you have a new operating/business/trade name , so that they are aware (see step 4 above).

Things to Remember...

- There is no obligation to notify previous customers who no longer have any contacts with the company. However, the company should notify customers who still have contracts that are currently in effect via step 4 above.
- It is necessary to see if there is any language in the contracts currently in effect which may state that consent is required to change the name. This is more likely to be found in contracts with lenders, landlords or investors, however counterparty agreements should be reviewed as well.
- It is important to note that the contract is not void simply because of the name change.¹ This is because a new entity is not created with a corporate legal name change, it is the same entity simply with a different name.² Even if an action was brought against the company for changing the name, it would likely be found that the contract is upheld. The law favors the validity of contracts, and would not find the contract to be invalid unless

¹ *Premier Gold Inc. v Fleishman* (2006), CarswellOnt 6274.

² *Ibid.*

there appeared to be an intention to deceive or mislead by using a different name.³ Furthermore, the *Business Names Act* states that a company cannot be sued for having a name in its contracts other than its current corporate name if it was its corporate name at the time of the agreement.⁴ This is why step 4 is optional but recommended.

-

- It is important to note that all contracts made after the date of amendment must contain the new company name.
- There are additional steps if you are considering changing the name of a non-profit company, so please reach out to Cobalt Counsel for more information.

For more information, check out these blog posts:

[Choosing a Corporate Name](#)

[The Name Approval Process](#)

³ *Hurley Corp. v Canadian IPG Corp.*, 2010 ONSC 681.

⁴ *Business Names Act*, R.S.O 1990, c. B.17, ss. 2(1) and 7(2)(c).