



[Français](#)

## Consumer Protection Act, 2002

S.O. 2002, CHAPTER 30  
SCHEDULE A

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## **PART I** **INTERPRETATION AND APPLICATION**

### **Interpretation**

**1.** In this Act,

- “consumer” means an individual acting for personal, family or household purposes and does not include a person who is acting for business purposes; (“consommateur”)
- “consumer agreement” means an agreement between a supplier and a consumer in which the supplier agrees to supply goods or services for payment; (“convention de consommation”)
- “consumer transaction” means any act or instance of conducting business or other dealings with a consumer, including a consumer agreement; (“opération de consommation”)
- “credit card” means a card or device under which a borrower can obtain advances under a credit agreement, as defined in Part VII, for open credit; (“carte de crédit”)
- “Director” means the person designated as the Director under the *Ministry of Consumer and Business Services Act*; (“directeur”)
- “future performance agreement” means a consumer agreement in respect of which delivery, performance or payment in full is not made when the parties enter the agreement; (“convention à exécution différée”)
- “goods” means any type of property; (“marchandises”)
- “initiation fee” means a fee in addition to an annual membership fee; (“droit d’entrée”)
- “internet” means the decentralized global network connecting networks of computers and similar devices to each other for the electronic exchange of information using standardized communication protocols; (“Internet”)
- “internet gaming site” means an internet site that accepts or offers to accept wagers or bets over the internet,
- (a) as part of the playing of or participation in any game of chance or mixed chance and skill that is to take place inside or outside of Canada, or
  - (b) on any contingency or on any event that may or is to take place inside or outside of Canada,
- including, without restricting the generality of the foregoing, a casino game, card game, horse race, fight, match, sporting event or contest; (“site de jeux en ligne”)
- “loan broker” means,
- (a) a supplier of loan brokering, or
  - (b) a person who holds themselves out to be a person described in clause (a); (“courtier en prêts”)
- “loan brokering” means services or goods that are intended to assist a consumer in obtaining credit or a loan of money, including obtaining credit or a loan of money from the loan broker who is providing the services or goods to the consumer; (“courtage en prêts”)
- “Minister” means the Minister of Consumer and Business Services or such other member of the Executive Council to whom the administration of this Act may be assigned under the *Executive Council Act*; (“ministre”)
- “Ministry” means the Ministry of Consumer and Business Services; (“ministère”)
- “officer” includes the chair and any vice-chair of the board of directors, the president and any

vice-president, the secretary and assistant secretary, the treasurer and assistant treasurer and the general manager and assistant general manager of the corporation or a partner or general manager and assistant general manager of a partnership, any other individual designated as an officer by by-law or resolution or any other individual who performs functions normally performed by an individual occupying such office; (“dirigeant”)

“open credit” means credit or a loan of money under a credit agreement, as defined in Part VII, that,

- (a) anticipates multiple advances to be made as requested by the borrower in accordance with the agreement, and
- (b) does not define the total amount to be advanced to the borrower under the agreement, although it may impose a credit limit; (“crédit en blanc”)

“payment” means consideration of any kind, including an initiation fee; (“paiement”)

“prescribed” means prescribed by regulations made under this Act; (“prescrit”)

“regulations” means regulations made under this Act; (“règlements”)

“representation” means a representation, claim, statement, offer, request or proposal that is or purports to be,

- (a) made respecting or with a view to the supplying of goods or services to consumers, or
- (b) made for the purpose of receiving payment for goods or services supplied or purporting to be supplied to consumers; (“assertion”)

“services” means anything other than goods, including any service, right, entitlement or benefit; (“services”)

“supplier” means a person who is in the business of selling, leasing or trading in goods or services or is otherwise in the business of supplying goods or services, and includes an agent of the supplier and a person who holds themselves out to be a supplier or an agent of the supplier; (“fournisseur”)

“trade-in allowance” means the greater of,

- (a) the price or value of the consumer’s goods or services as set out in a trade-in arrangement, and
- (b) the market value of the consumer’s goods or services when taken in trade under a trade-in arrangement; (“valeur de reprise”)

“trade-in arrangement” means an arrangement under which a consumer agrees to sell his or her own goods or services to the supplier and the supplier accepts the goods or services as all or part of the consideration for supplying goods or services; (“convention de reprise”)

“Tribunal” means the Licence Appeal Tribunal established under the *Licence Appeal Tribunal Act, 1999* or such other tribunal as may be prescribed. (“Tribunal”) 2002, c. 30, Sched. A, s. 1; 2004, c. 19, s. 7 (1-4); 2006, c. 34, s. 8 (1); 2008, c. 9, s. 79 (1).

## Application

**2. (1)** Subject to this section, this Act applies in respect of all consumer transactions if the consumer or the person engaging in the transaction with the consumer is located in Ontario when the transaction takes place. 2002, c. 30, Sched. A, s. 2 (1).

**Exceptions**

- (2) This Act does not apply in respect of,
- (a) consumer transactions regulated under the *Securities Act*;
  - (b) financial services related to investment products or income securities;
  - (c) financial products or services regulated under the *Insurance Act*, the *Credit Unions and Caisses Populaires Act, 1994*, the *Loan and Trust Corporations Act* or the *Mortgage Brokerages, Lenders and Administrators Act, 2006*;
  - (d) consumer transactions regulated under the *Commodity Futures Act*;
  - (e) prescribed professional services that are regulated under a statute of Ontario;
  - (f) consumer transactions for the purchase, sale or lease of real property, except transactions with respect to time share agreements as defined in section 20; and
  - (g) consumer transactions regulated under the *Residential Tenancies Act, 2006*. 2002, c. 30, Sched. A, s. 2 (2); 2006, c. 17, s. 249; 2006, c. 29, s. 60.

**Same**

(3) This Act does not apply to the supply of a public utility or to any charge for the transmission, distribution or storage of gas as defined in the *Ontario Energy Board Act, 1998* if such charge has been approved by the Ontario Energy Board. 2002, c. 30, Sched. A, s. 2 (3).

(4) Repealed: 2010, c. 8, s. 36 (1).

**Definition**

(5) In this section,

“public utility” means water, artificial or natural gas, electrical power or energy, steam or hot water. (“service public”) 2002, c. 30, Sched. A, s. 2 (5); 2010, c. 8, s. 36 (2).

**Anti-avoidance**

3. In determining whether this Act applies to an entity or transaction, a court or other tribunal shall consider the real substance of the entity or transaction and in so doing may disregard the outward form. 2002, c. 30, Sched. A, s. 3; 2008, c. 9, s. 79 (2).

**Consumer agreements**

4. A consumer agreement that meets the criteria of more than one type of agreement to which this Act applies shall comply with the provisions of this Act and of the regulations that apply to each type of agreement for which it meets the criteria, except where the application of the provisions is excluded by the regulations. 2004, c. 19, s. 7 (5).

**Disclosure of information**

5. (1) If a supplier is required to disclose information under this Act, the disclosure must be clear, comprehensible and prominent. 2002, c. 30, Sched. A, s. 5 (1).

**Delivery of information**

(2) If a supplier is required to deliver information to a consumer under this Act, the information must, in addition to satisfying the requirements in subsection (1), be delivered in a form in which it can be retained by the consumer. 2002, c. 30, Sched. A, s. 5 (2).

## PART II CONSUMER RIGHTS AND WARRANTIES

**Rights reserved**

**6.** Nothing in this Act shall be interpreted to limit any right or remedy that a consumer may have in law. 2002, c. 30, Sched. A, s. 6.

**No waiver of substantive and procedural rights**

**7. (1)** The substantive and procedural rights given under this Act apply despite any agreement or waiver to the contrary. 2002, c. 30, Sched. A, s. 7 (1).

**Limitation on effect of term requiring arbitration**

**(2)** Without limiting the generality of subsection (1), any term or acknowledgment in a consumer agreement or a related agreement that requires or has the effect of requiring that disputes arising out of the consumer agreement be submitted to arbitration is invalid insofar as it prevents a consumer from exercising a right to commence an action in the Superior Court of Justice given under this Act. 2002, c. 30, Sched. A, s. 7 (2).

**Procedure to resolve dispute**

**(3)** Despite subsections (1) and (2), after a dispute over which a consumer may commence an action in the Superior Court of Justice arises, the consumer, the supplier and any other person involved in the dispute may agree to resolve the dispute using any procedure that is available in law. 2002, c. 30, Sched. A, s. 7 (3).

**Settlements or decisions**

**(4)** A settlement or decision that results from the procedure agreed to under subsection (3) is as binding on the parties as such a settlement or decision would be if it were reached in respect of a dispute concerning an agreement to which this Act does not apply. 2002, c. 30, Sched. A, s. 7 (4).

**Non-application of *Arbitration Act, 1991***

**(5)** Subsection 7 (1) of the *Arbitration Act, 1991* does not apply in respect of any proceeding to which subsection (2) applies unless, after the dispute arises, the consumer agrees to submit the dispute to arbitration. 2002, c. 30, Sched. A, s. 7 (5).

**Class proceedings**

**8. (1)** A consumer may commence a proceeding on behalf of members of a class under the *Class Proceedings Act, 1992* or may become a member of a class in such a proceeding in respect of a dispute arising out of a consumer agreement despite any term or acknowledgment in the consumer agreement or a related agreement that purports to prevent or has the effect of preventing the consumer from commencing or becoming a member of a class proceeding. 2002, c. 30, Sched. A, s. 8 (1).

**Procedure to resolve dispute**

**(2)** After a dispute that may result in a class proceeding arises, the consumer, the supplier and any other person involved in it may agree to resolve the dispute using any procedure that is available in law. 2002, c. 30, Sched. A, s. 8 (2).

**Settlements or decisions**

**(3)** A settlement or decision that results from the procedure agreed to under subsection (2) is as binding on the parties as such a settlement or decision would be if it were reached in respect of a dispute concerning an agreement to which this Act does not apply. 2002, c. 30, Sched. A, s. 8 (3); 2008, c. 9, s. 79 (3).

**Non-application of *Arbitration Act, 1991***

**(4)** Subsection 7 (1) of the *Arbitration Act, 1991* does not apply in respect of any

proceeding to which subsection (1) applies unless, after the dispute arises, the consumer agrees to submit the dispute to arbitration. 2002, c. 30, Sched. A, s. 8 (4); 2008, c. 9, s. 79 (4).

### **Quality of services**

**9. (1)** The supplier is deemed to warrant that the services supplied under a consumer agreement are of a reasonably acceptable quality. 2002, c. 30, Sched. A, s. 9 (1).

### **Quality of goods**

**(2)** The implied conditions and warranties applying to the sale of goods by virtue of the *Sale of Goods Act* are deemed to apply with necessary modifications to goods that are leased or traded or otherwise supplied under a consumer agreement. 2002, c. 30, Sched. A, s. 9 (2).

### **Same**

**(3)** Any term or acknowledgement, whether part of the consumer agreement or not, that purports to negate or vary any implied condition or warranty under the *Sale of Goods Act* or any deemed condition or warranty under this Act is void. 2002, c. 30, Sched. A, s. 9 (3).

### **Same**

**(4)** If a term or acknowledgement referenced in subsection (3) is a term of the agreement, it is severable from the agreement and shall not be evidence of circumstances showing an intent that the deemed or implied warranty or condition does not apply. 2002, c. 30, Sched. A, s. 9 (4).

### **Estimates**

**10. (1)** If a consumer agreement includes an estimate, the supplier shall not charge the consumer an amount that exceeds the estimate by more than 10 per cent. 2002, c. 30, Sched. A, s. 10 (1).

### **Performance of consumer agreement**

**(2)** If a supplier charges an amount that exceeds the estimate by more than 10 per cent, the consumer may require that the supplier provide the goods or services at the estimated price. 2002, c. 30, Sched. A, s. 10 (2).

### **Subsequent agreement**

**(3)** Nothing in this section prevents a consumer and a supplier from agreeing to amend the estimate or price in a consumer agreement, if the consumer requires additional or different goods or services. 2002, c. 30, Sched. A, s. 10 (3).

### **Ambiguities to benefit consumer**

**11.** Any ambiguity that allows for more than one reasonable interpretation of a consumer agreement provided by the supplier to the consumer or of any information that must be disclosed under this Act shall be interpreted to the benefit of the consumer. 2002, c. 30, Sched. A, s. 11.

### **Charging consumers for assistance**

**12.** No person shall charge a consumer for assisting the consumer to obtain any benefit, right or protection to which the consumer is entitled under this Act, unless, before the consumer agrees to pay the charge, the person discloses the entitlement's existence and direct availability to the consumer and the cost, if any, the consumer would be required to pay for the entitlement if the consumer obtained the entitlement directly. 2002, c. 30, Sched. A, s. 12.

### **Unsolicited goods or services: relief from legal obligations**

**13. (1)** Except as provided in this section, a recipient of unsolicited goods or services has no legal obligation in respect of their use or disposal. 2002, c. 30, Sched. A, s. 13 (1).

### **No payment for unsolicited goods or services**

(2) No supplier shall demand payment or make any representation that suggests that a consumer is required to make payment in respect of any unsolicited goods or services despite their use, receipt, misuse, loss, damage or theft. 2002, c. 30, Sched. A, s. 13 (2).

### **Request not inferred**

(3) A request for goods or services shall not be inferred solely on the basis of payment, inaction or the passing of time. 2002, c. 30, Sched. A, s. 13 (3).

### **Material change deemed unsolicited**

(4) If a consumer is receiving goods or services on an ongoing or periodic basis and there is a material change in such goods or services, the goods or services shall be deemed to be unsolicited from the time of the material change forward unless the supplier is able to establish that the consumer consented to the material change. 2002, c. 30, Sched. A, s. 13 (4).

### **Form of consent**

(5) A supplier may rely on a consumer's consent to a material change that is made orally, in writing or by other affirmative action but the supplier shall bear the onus of proving the consumer's consent. 2002, c. 30, Sched. A, s. 13 (5).

### **Demand**

(6) If a supplier has received a payment in respect of unsolicited goods or services, the consumer who made the payment may demand a refund of the payment in accordance with section 92 within one year after having made the payment. 2002, c. 30, Sched. A, s. 13 (6).

### **Refund**

(7) A supplier who receives a demand for a refund under subsection (6) shall refund the payment within the prescribed period of time. 2002, c. 30, Sched. A, s. 13 (7).

### **Consumer may commence action**

(8) The consumer who made the payment may commence an action to recover the payment in accordance with section 100. 2002, c. 30, Sched. A, s. 13 (8).

### **Definition**

(9) In this section,

“unsolicited goods or services” means,

- (a) goods that are supplied to a consumer who did not request them but does not include,
  - (i) goods that the recipient knows or ought to know are intended for another person,
  - (ii) a change to periodically supplied goods, if the change in goods is not a material change, or
  - (iii) goods supplied under a written future performance agreement that provides for the periodic supply of goods to the recipient without further solicitation, or
- (b) services that are supplied to a consumer who did not request them but does not include,
  - (i) services that were intended for another person from the time the recipient knew or ought to have known that they were so intended,
  - (ii) a change to ongoing or periodic services that are being supplied, if the change in the services is not a material change, or
  - (iii) services supplied under a written future performance agreement that provides for the ongoing or periodic supply of services to the recipient without further

solicitation. 2002, c. 30, Sched. A, s. 13 (9).

### **Advertising illegal site**

**13.1 (1)** No person shall advertise an internet gaming site that is operated contrary to the *Criminal Code* (Canada). 2006, c. 34, s. 8 (2).

### **Facilitating**

**(2)** No person, other than an internet service provider, shall arrange for or otherwise facilitate advertising prohibited under subsection (1) on behalf of another person. 2006, c. 34, s. 8 (2).

### **Meaning of “advertise”**

**(3)** For the purpose of subsection (1), a person advertises an internet gaming site only if the advertising originates in Ontario or is primarily intended for Ontario residents. 2006, c. 34, s. 8 (2).

### **Same**

**(4)** For the purpose of subsection (1), “advertise” includes,

- (a) providing, by print, publication, broadcast, telecommunication or distribution by any means, information for the purpose of promoting the use of an internet gaming site;
- (b) providing a link in a website for the purpose of promoting the use of an internet gaming site, but does not include a link generated as the result of a search carried out by means of an internet search engine; and
- (c) entering into a sponsorship relationship for the purpose of promoting the use of an internet gaming site. 2006, c. 34, s. 8 (2).

### **Application**

**(5)** This section applies despite subsection 2 (1). 2006, c. 34, s. 8 (2).

## **PART III UNFAIR PRACTICES**

### **False, misleading or deceptive representation**

**14. (1)** It is an unfair practice for a person to make a false, misleading or deceptive representation. 2002, c. 30, Sched. A, s. 14 (1).

### **Examples of false, misleading or deceptive representations**

**(2)** Without limiting the generality of what constitutes a false, misleading or deceptive representation, the following are included as false, misleading or deceptive representations:

1. A representation that the goods or services have sponsorship, approval, performance characteristics, accessories, uses, ingredients, benefits or qualities they do not have.
2. A representation that the person who is to supply the goods or services has sponsorship, approval, status, affiliation or connection the person does not have.
3. A representation that the goods or services are of a particular standard, quality, grade, style or model, if they are not.
4. A representation that the goods are new, or unused, if they are not or are reconditioned or reclaimed, but the reasonable use of goods to enable the person to service, prepare, test and deliver the goods does not result in the goods being deemed to be used for the purposes of this paragraph.

5. A representation that the goods have been used to an extent that is materially different from the fact.
6. A representation that the goods or services are available for a reason that does not exist.
7. A representation that the goods or services have been supplied in accordance with a previous representation, if they have not.
8. A representation that the goods or services or any part of them are available or can be delivered or performed when the person making the representation knows or ought to know they are not available or cannot be delivered or performed.
9. A representation that the goods or services or any part of them will be available or can be delivered or performed by a specified time when the person making the representation knows or ought to know they will not be available or cannot be delivered or performed by the specified time.
10. A representation that a service, part, replacement or repair is needed or advisable, if it is not.
11. A representation that a specific price advantage exists, if it does not.
12. A representation that misrepresents the authority of a salesperson, representative, employee or agent to negotiate the final terms of the agreement.
13. A representation that the transaction involves or does not involve rights, remedies or obligations if the representation is false, misleading or deceptive.
14. A representation using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if such use or failure deceives or tends to deceive.
15. A representation that misrepresents the purpose or intent of any solicitation of or any communication with a consumer.
16. A representation that misrepresents the purpose of any charge or proposed charge.
17. A representation that misrepresents or exaggerates the benefits that are likely to flow to a consumer if the consumer helps a person obtain new or potential customers. 2002, c. 30, Sched. A, s. 14 (2).

### **Unconscionable representation**

**15. (1)** It is an unfair practice to make an unconscionable representation. 2002, c. 30, Sched. A, s. 15 (1).

### **Same**

**(2)** Without limiting the generality of what may be taken into account in determining whether a representation is unconscionable, there may be taken into account that the person making the representation or the person's employer or principal knows or ought to know,

- (a) that the consumer is not reasonably able to protect his or her interests because of disability, ignorance, illiteracy, inability to understand the language of an agreement or similar factors;
- (b) that the price grossly exceeds the price at which similar goods or services are readily available to like consumers;
- (c) that the consumer is unable to receive a substantial benefit from the subject-matter of

the representation;

- (d) that there is no reasonable probability of payment of the obligation in full by the consumer;
- (e) that the consumer transaction is excessively one-sided in favour of someone other than the consumer;
- (f) that the terms of the consumer transaction are so adverse to the consumer as to be inequitable;
- (g) that a statement of opinion is misleading and the consumer is likely to rely on it to his or her detriment; or
- (h) that the consumer is being subjected to undue pressure to enter into a consumer transaction. 2002, c. 30, Sched. A, s. 15 (2).

### **Renegotiation of price**

**16.** It is an unfair practice for a person to use his, her or its custody or control of a consumer's goods to pressure the consumer into renegotiating the terms of a consumer transaction. 2002, c. 30, Sched. A, s. 16.

### **Unfair practices prohibited**

**17. (1)** No person shall engage in an unfair practice. 2002, c. 30, Sched. A, s. 17 (1).

### **One act deemed practice**

**(2)** A person who performs one act referred to in section 14, 15 or 16 shall be deemed to be engaging in an unfair practice. 2002, c. 30, Sched. A, s. 17 (2).

### **Advertising excepted**

**(3)** It is not an unfair practice for a person, on behalf of another person, to print, publish, distribute, broadcast or telecast a representation that the person accepted in good faith for printing, publishing, distributing, broadcasting or telecasting in the ordinary course of business. 2002, c. 30, Sched. A, s. 17 (3).

### **Rescinding agreement**

**18. (1)** Any agreement, whether written, oral or implied, entered into by a consumer after or while a person has engaged in an unfair practice may be rescinded by the consumer and the consumer is entitled to any remedy that is available in law, including damages. 2002, c. 30, Sched. A, s. 18 (1).

### **Remedy if rescission not possible**

**(2)** A consumer is entitled to recover the amount by which the consumer's payment under the agreement exceeds the value that the goods or services have to the consumer or to recover damages, or both, if rescission of the agreement under subsection (1) is not possible,

- (a) because the return or restitution of the goods or services is no longer possible; or
- (b) because rescission would deprive a third party of a right in the subject-matter of the agreement that the third party has acquired in good faith and for value. 2002, c. 30, Sched. A, s. 18 (2); 2004, c. 19, s. 7 (6).

### **Notice**

- (3)** A consumer must give notice within one year after entering into the agreement if,
- (a) the consumer seeks to rescind an agreement under subsection (1); or

- (b) the consumer seeks recovery under subsection (2), if rescission is not possible. 2002, c. 30, Sched. A, s. 18 (3).

**Form of notice**

(4) The consumer may express notice in any way as long as it indicates the intention of the consumer to rescind the agreement or to seek recovery where rescission is not possible and the reasons for so doing and the notice meets any requirements that may be prescribed. 2002, c. 30, Sched. A, s. 18 (4).

**Delivery of notice**

(5) Notice may be delivered by any means. 2002, c. 30, Sched. A, s. 18 (5).

**When notice given**

(6) If notice is delivered other than by personal service, the notice shall be deemed to have been given when sent. 2002, c. 30, Sched. A, s. 18 (6).

**Address**

(7) The consumer may send or deliver the notice to the person with whom the consumer contracted at the address set out in the agreement or, if the consumer did not receive a written copy of the agreement or the address of the person was not set out in the agreement, the consumer may send or deliver the notice,

- (a) to any address of the person on record with the Government of Ontario or the Government of Canada; or
- (b) to an address of the person known by the consumer. 2002, c. 30, Sched. A, s. 18 (7).

**Commencement of an action**

(8) If a consumer has delivered notice and has not received a satisfactory response within the prescribed period, the consumer may commence an action. 2002, c. 30, Sched. A, s. 18 (8).

**Same**

(9) If a consumer has a right to commence an action under this section, the consumer may commence the action in the Superior Court of Justice. 2002, c. 30, Sched. A, s. 18 (9).

**Evidence**

(10) In the trial of an issue under this section, oral evidence respecting an unfair practice is admissible despite the existence of a written agreement and despite the fact that the evidence pertains to a representation in respect of a term, condition or undertaking that is or is not provided for in the agreement. 2002, c. 30, Sched. A, s. 18 (10).

**Exemplary damages**

(11) A court may award exemplary or punitive damages in addition to any other remedy in an action commenced under this section. 2002, c. 30, Sched. A, s. 18 (11).

**Liability**

(12) Each person who engaged in an unfair practice is liable jointly and severally with the person who entered into the agreement with the consumer for any amount to which the consumer is entitled under this section. 2002, c. 30, Sched. A, s. 18 (12).

**Limited liability of assignee**

(13) If an agreement to which subsection (1) or (2) applies has been assigned or if any right to payment under such an agreement has been assigned, the liability of the person to whom it has been assigned is limited to the amount paid to that person by the consumer. 2002, c. 30,

Sched. A, s. 18 (13).

### **Effect of rescission**

(14) When a consumer rescinds an agreement under subsection (1), such rescission operates to cancel, as if they never existed,

- (a) the agreement;
- (b) all related agreements;
- (c) all guarantees given in respect of money payable under the agreement;
- (d) all security given by the consumer or a guarantor in respect of money payable under the agreement; and
- (e) all credit agreements, as defined in Part VII, and other payment instruments, including promissory notes,
  - (i) extended, arranged or facilitated by the person with whom the consumer reached the agreement, or
  - (ii) otherwise related to the agreement. 2002, c. 30, Sched. A, s. 18 (14).

### **Waiver of notice**

(15) If a consumer is required to give notice under this Part in order to obtain a remedy, a court may disregard the requirement to give the notice or any requirement relating to the notice if it is in the interest of justice to do so. 2002, c. 30, Sched. A, s. 18 (15); 2008, c. 9, s. 79 (5).

### **Transition**

19. (1) This Part applies to consumer transactions that occur on or after the day this section is proclaimed in force. 2002, c. 30, Sched. A, s. 19 (1).

### **Same**

(2) The *Business Practices Act*, as it existed immediately before its repeal by the *Consumer Protection Statute Law Amendment Act, 2002*, continues to apply to consumer transactions that occurred before its repeal. 2002, c. 30, Sched. A, s. 19 (2).

## **PART IV**

### **RIGHTS AND OBLIGATIONS RESPECTING SPECIFIC CONSUMER AGREEMENTS**

#### DEFINITIONS AND APPLICATION

### **Interpretation**

20. (1) In this Part,

“direct agreement” means a consumer agreement that is negotiated or concluded in person at a place other than,

- (a) at the supplier’s place of business, or
- (b) at a market place, an auction, trade fair, agricultural fair or exhibition; (“convention directe”)

“internet agreement” means a consumer agreement formed by text-based internet communications; (“convention électronique”)

“membership fee” means the amount payable by a consumer for personal development services; (“droit d’adhésion”)

“personal development services” means,

- (a) services provided for,
  - (i) health, fitness, diet or matters of a similar nature,
  - (ii) modelling and talent, including photo shoots relating to modelling and talent, or matters of a similar nature,
  - (iii) martial arts, sports, dance or similar activities, and
  - (iv) other matters as may be prescribed, and
- (b) facilities provided for or instruction on the services referred to in clause (a) and any goods that are incidentally provided in addition to the provision of the services; (“services de perfectionnement personnel”)

“remote agreement” means a consumer agreement entered into when the consumer and supplier are not present together; (“convention à distance”)

“time share agreement” means a consumer agreement by which a consumer,

- (a) acquires the right to use property as part of a plan that provides for the use of the property to circulate periodically among persons participating in the plan, whether or not the property is located in Ontario, or
- (b) is provided with access to discounts or benefits for the future provision of transportation, accommodation or other goods or services related to travel. (“convention de multipropriété”) 2002, c. 30, Sched. A, s. 20 (1); 2006, c. 34, s. 8 (3).

### **Limitations on cancellation**

(2) Despite sections 95 and 96, in the prescribed circumstances, the effect of cancellation of a consumer agreement to which this Part applies by a consumer and the obligations arising as a result of the cancellation of the agreement may be subject to such limitations as may be prescribed. 2002, c. 30, Sched. A, s. 20 (2).

## FUTURE PERFORMANCE AGREEMENTS

### **Application of sections**

21. (1) Sections 22 to 26 apply to future performance agreements if the consumer’s total potential payment obligation under the agreement, excluding the cost of borrowing, exceeds a prescribed amount. 2002, c. 30, Sched. A, s. 21 (1).

### **Exception**

(2) Sections 22 to 26 do not apply to agreements that are future performance agreements solely because of an open credit arrangement. 2002, c. 30, Sched. A, s. 21 (2).

### **Transition**

(3) Sections 22 to 26 apply to future performance agreements entered into on or after the day this section is proclaimed in force. 2002, c. 30, Sched. A, s. 21 (3).

### **Same**

(4) The *Consumer Protection Act*, as it existed immediately before its repeal under the *Consumer Protection Statute Law Amendment Act, 2002*, continues to apply to executory contracts entered into before its repeal. 2002, c. 30, Sched. A, s. 21 (4).

### **Requirements for future performance agreements**

**22.** Every future performance agreement shall be in writing, shall be delivered to the consumer and shall be made in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 22.

### **Cancelling future performance agreements**

**23.** A consumer may cancel a future performance agreement within one year after the date of entering into the agreement if the consumer does not receive a copy of the agreement that meets the requirements required by section 22. 2002, c. 30, Sched. A, s. 23.

### **Rights in other goods not enforceable**

**24.** Any provision in any future performance agreement or in any security agreement incidental to such an agreement under which the supplier may acquire title to, possession of or any rights in any goods of the consumer, other than the goods passing to the consumer under the agreement, is not enforceable. 2002, c. 30, Sched. A, s. 24.

### **No repossession after two-thirds paid except by leave of court**

**25. (1)** Where a consumer under a future performance agreement has paid two-thirds or more of his or her payment obligation as fixed by the agreement, any provision in the agreement, or in any security agreement incidental to the agreement, under which the supplier may retake possession of or resell the goods or services upon default in payment by the consumer is not enforceable except by leave obtained from the Superior Court of Justice. 2002, c. 30, Sched. A, s. 25 (1).

### **Powers of court**

**(2)** Upon an application for leave under subsection (1), the court may, in its discretion, grant leave to the supplier or refuse leave or grant leave upon such terms and conditions as the court considers advisable. 2002, c. 30, Sched. A, s. 25 (2).

### **Late delivery**

**26. (1)** A consumer may cancel a future performance agreement at any time before delivery under the agreement or the commencement of performance under the agreement if the supplier,

- (a) does not make delivery within 30 days after the delivery date specified in the agreement or an amended delivery date agreed to by the consumer in writing; or
- (b) does not begin performance of his, her or its obligations within 30 days after the commencement date specified in the agreement or an amended commencement date agreed to by the consumer in writing. 2002, c. 30, Sched. A, s. 26 (1).

### **Delivery or commencement date not specified**

**(2)** If the delivery date or commencement date is not specified in the future performance agreement, a consumer may cancel the agreement at any time before delivery or commencement if the supplier does not deliver or commence performance within 30 days after the date the agreement is entered into. 2002, c. 30, Sched. A, s. 26 (2).

### **Forgiveness of failure**

**(3)** If, after the period in subsection (1) or (2) has expired, the consumer agrees to accept delivery or authorize commencement, the consumer may not cancel the agreement under this section. 2002, c. 30, Sched. A, s. 26 (3).

### **Deemed delivery or performance**

**(4)** For the purposes of subsections (1) and (2), a supplier is considered to have delivered

or commenced performance under a future performance agreement if,

- (a) delivery was attempted but was refused by the consumer at the time that delivery was attempted or delivery was attempted but not made because no person was available to accept delivery for the consumer on the day for which reasonable notice was given to the consumer that there was to be delivery; or
- (b) commencement was attempted but was refused by the consumer at the time that commencement was attempted or commencement was attempted but did not occur because no person was available to enable commencement on the day for which reasonable notice was given to the consumer that commencement was to occur. 2002, c. 30, Sched. A, s. 26 (4).

#### TIME SHARE AGREEMENTS

##### **Requirements for time share agreements**

**27.** Every time share agreement shall be in writing, shall be delivered to the consumer and shall be made in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 27.

##### **Cancellation: cooling-off period**

**28. (1)** A consumer may, without any reason, cancel a time share agreement at any time from the date of entering into the agreement until 10 days after receiving the written copy of the agreement. 2002, c. 30, Sched. A, s. 28 (1).

##### **Cancellation: failure to meet requirements**

**(2)** In addition to the right under subsection (1), a consumer may cancel a time share agreement within one year after the date of entering into the agreement if the consumer does not receive a copy of the agreement that meets the requirements under section 27. 2002, c. 30, Sched. A, s. 28 (2).

#### PERSONAL DEVELOPMENT SERVICES

##### **Application**

**29. (1)** Sections 30 to 36 apply in respect of personal development services or proposed personal development services for which,

- (a) payment in advance is required; and
- (b) the consumer's total potential payment obligation, excluding cost of borrowing, exceeds a prescribed amount. 2002, c. 30, Sched. A, s. 29 (1).

##### **Exceptions**

- (2)** Sections 30 to 36 do not apply to personal development services that are provided,
- (a) on a non-profit or co-operative basis;
  - (b) by a private club primarily owned by its members;
  - (c) as an incidental part of the goods or services that are being supplied to the consumer;
  - (d) by a supplier funded or run by a charitable or municipal organization or by the Province of Ontario or any of its agencies; or
  - (e) by a golf club. 2002, c. 30, Sched. A, s. 29 (2).

##### **Transition**

- (3)** Sections 30 to 36 do not apply to a personal development services agreement in

existence before this section is proclaimed in force but do apply if a pre-existing agreement is extended or renewed after this section is proclaimed in force. 2002, c. 30, Sched. A, s. 29 (3).

### **Same**

(4) Agreements that are in existence before sections 30 to 36 are proclaimed in force are governed by the *Prepaid Services Act* as it existed immediately before its repeal by the *Consumer Protection Statute Law Amendment Act, 2002*. 2002, c. 30, Sched. A, s. 29 (4).

### **Requirements for personal development services agreements**

**30. (1)** Every personal development services agreement shall be in writing, shall be delivered to the consumer and shall be made in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 30 (1).

### **Payments not required or accepted**

(2) No supplier shall require or accept payment for personal development services from a consumer with whom the supplier does not have an agreement that meets the requirements established under subsection (1). 2002, c. 30, Sched. A, s. 30 (2).

### **Agreements for one year only**

**31. (1)** No personal development services agreement may be made for a term longer than one year after the day that all the services are made available to the consumer. 2002, c. 30, Sched. A, s. 31 (1).

### **Deemed separate agreement**

(2) Any personal development services agreement that provides for a renewal or an extension of the agreement beyond one year shall be deemed to create a separate agreement for each renewal or extension of one year or less. 2002, c. 30, Sched. A, s. 31 (2).

### **Renewal provision**

(3) A personal development services agreement that provides for the renewal or extension of the agreement is not valid unless the supplier complies with the prescribed requirements. 2002, c. 30, Sched. A, s. 31 (3).

### **Deemed non-renewal of agreement**

(4) A personal development services agreement that provides for a renewal or extension of the agreement shall be deemed not to be renewed or extended if the consumer notifies the supplier, before the time for renewal or extension, that the consumer does not want to renew or extend. 2002, c. 30, Sched. A, s. 31 (4).

### **Monthly renewals**

(5) Subsections (2) and (3) do not apply to an agreement providing for successive monthly renewals if the consumer has the option of terminating on one month's notice or less. 2002, c. 30, Sched. A, s. 31 (5).

### **Only one agreement**

**32. (1)** No supplier shall enter into a new agreement for personal development services with a consumer with whom the supplier has an existing agreement for personal development services unless the new agreement is for personal development services that are distinctly different from the services provided under the existing agreement. 2002, c. 30, Sched. A, s. 32 (1).

### **New agreement void**

(2) Any new agreement entered into in contravention of subsection (1) is void. 2002, c. 30,

Sched. A, s. 32 (2).

### **Same**

(3) For the purposes of subsection (1), a different term or a different commencement date does not constitute a distinct difference in the personal development services to be provided. 2002, c. 30, Sched. A, s. 32 (3).

### **Renewals exempted**

(4) Nothing in this section prevents a personal development services agreement from being renewed during the term of the agreement provided that the renewal meets the requirements under section 31. 2002, c. 30, Sched. A, s. 32 (4).

### **Initiation fee**

**33.** No supplier of personal development services shall,

(a) charge a consumer more than one initiation fee; or

(b) charge an initiation fee that is greater than twice the annual membership fee. 2002, c. 30, Sched. A, s. 33.

### **Instalment plans**

**34. (1)** Every supplier of personal development services shall make available to consumers at least one plan for instalment payments of membership fees and initiation fees, if applicable, that allow consumers to make equal monthly payments over the term of the personal development services agreement. 2002, c. 30, Sched. A, s. 34 (1).

### **Same**

(2) No supplier shall provide an instalment payment plan through which the total amount paid by instalments exceeds the membership or initiation fee, if applicable, by more than 25 per cent. 2002, c. 30, Sched. A, s. 34 (2).

### **Cancellation: cooling-off period**

**35. (1)** A consumer may, without any reason, cancel a personal development services agreement at any time within 10 days after the later of receiving the written copy of the agreement and the day all the services are available. 2002, c. 30, Sched. A, s. 35 (1).

### **Cancellation: failure to meet requirements**

(2) In addition to the right under subsection (1), a consumer may cancel a personal development services agreement within one year after the date of entering into the agreement if the consumer does not receive a copy of the agreement that meets the requirements under section 30. 2002, c. 30, Sched. A, s. 35 (2).

### **Trustee for payment for unavailable services**

**36. (1)** No supplier shall receive payment from a consumer for personal development services that are not available at the time the payment is made except if the payment is made through a trust corporation registered under the *Loan and Trust Corporations Act* that has agreed to act as a trustee for the payment. 2002, c. 30, Sched. A, s. 36 (1).

### **Exception**

(2) Subsection (1) does not apply when one of the services that is not available is the use of a facility and the consumer has agreed in writing to use another facility provided by the supplier until the facility contracted for is available. 2002, c. 30, Sched. A, s. 36 (2).

### **Facility not available**

(3) If a facility is not available for use on the day specified in the agreement, the trustee shall refund all payment received from the consumer unless the consumer agrees in writing to permit the trustee to retain the payment. 2002, c. 30, Sched. A, s. 36 (3).

#### **Extension**

(4) No permission given under subsection (3) applies for longer than 90 days but a subsequent permission may be given on the expiration of a permission. 2002, c. 30, Sched. A, s. 36 (4).

#### **Duties of trustee**

(5) Where a supplier has a trustee under subsection (1),

- (a) any notice to the trustee shall be deemed to be notice to the supplier; and
- (b) any money payable by the supplier is payable by the trustee to the extent that the trustee holds sufficient trust funds for that purpose. 2002, c. 30, Sched. A, s. 36 (5).

#### **Same**

(6) Every trustee under subsection (1) shall, upon receiving any payment from a consumer, provide the consumer with written confirmation of receipt of the payment and of the fact that the payment will be dealt with in accordance with sections 30 to 35 and with this section. 2002, c. 30, Sched. A, s. 36 (6).

#### **Same**

(7) No trustee shall release to a supplier funds received from a consumer until the personal development services are available. 2002, c. 30, Sched. A, s. 36 (7).

#### **Same**

(8) The trustee shall release the funds held under this section to the consumer if the consumer cancels the personal development services agreement in accordance with this Act. 2002, c. 30, Sched. A, s. 36 (8).

### INTERNET AGREEMENTS

#### **Application**

37. Sections 38 to 40 apply to an internet agreement if the consumer's total potential payment obligation under the agreement, excluding the cost of borrowing, exceeds a prescribed amount. 2002, c. 30, Sched. A, s. 37.

#### **Disclosure of information**

38. (1) Before a consumer enters into an internet agreement, the supplier shall disclose the prescribed information to the consumer. 2002, c. 30, Sched. A, s. 38 (1).

#### **Express opportunity to accept or decline agreement**

(2) The supplier shall provide the consumer with an express opportunity to accept or decline the agreement and to correct errors immediately before entering into it. 2002, c. 30, Sched. A, s. 38 (2).

#### **Manner of disclosure**

(3) In addition to the requirements set out in section 5, disclosure under this section shall be accessible and shall be available in a manner that ensures that,

- (a) the consumer has accessed the information; and
- (b) the consumer is able to retain and print the information. 2002, c. 30, Sched. A,

s. 38 (3).

### **Copy of internet agreement**

**39. (1)** A supplier shall deliver to a consumer who enters into an internet agreement a copy of the agreement in writing within the prescribed period after the consumer enters into the agreement. 2002, c. 30, Sched. A, s. 39 (1).

### **Content of internet agreement**

**(2)** The copy of the internet agreement shall include such information as may be prescribed. 2002, c. 30, Sched. A, s. 39 (2).

### **Deemed supply of internet agreement**

**(3)** For the purposes of subsection (1), a supplier is considered to have delivered a copy of the internet agreement to the consumer if the copy is delivered in the prescribed manner. 2002, c. 30, Sched. A, s. 39 (3).

### **Cancellation of internet agreement**

**40. (1)** A consumer may cancel an internet agreement at any time from the date the agreement is entered into until seven days after the consumer receives a copy of the agreement if,

- (a) the supplier did not disclose to the consumer the information required under subsection 38 (1); or
- (b) the supplier did not provide to the consumer an express opportunity to accept or decline the agreement or to correct errors immediately before entering into it. 2002, c. 30, Sched. A, s. 40 (1).

### **Same**

**(2)** A consumer may cancel an internet agreement within 30 days after the date the agreement is entered into, if the supplier does not comply with a requirement under section 39. 2004, c. 19, s. 7 (7).

## DIRECT AGREEMENTS

### **Application**

**41. (1)** Sections 42 and 43 apply to direct agreements if the consumer's total potential payment obligations under the agreement, excluding the cost of borrowing, exceeds a prescribed amount. 2002, c. 30, Sched. A, s. 41 (1).

### **Transition**

**(2)** Sections 42 and 43 apply to direct agreements entered into on or after the day this section is proclaimed in force. 2002, c. 30, Sched. A, s. 41 (2).

### **Same**

**(3)** The *Consumer Protection Act*, as it existed immediately before its repeal by the *Consumer Protection Statute Law Amendment Act, 2002*, continues to apply to direct sales contracts entered into before its repeal. 2002, c. 30, Sched. A, s. 41 (3).

### **Requirements for direct agreements**

**42.** Every direct agreement shall be in writing, shall be delivered to the consumer and shall be made in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 42.

### **Cancellation: cooling-off period**

**43. (1)** A consumer may, without any reason, cancel a direct agreement at any time from the date of entering into the agreement until 10 days after receiving the written copy of the

agreement. 2002, c. 30, Sched. A, s. 43 (1).

### **Cancellation: failure to meet requirements**

(2) In addition to the right under subsection (1), a consumer may cancel a direct agreement within one year after the date of entering into the agreement if the consumer does not receive a copy of the agreement that meets the requirements under section 42. 2002, c. 30, Sched. A, s. 43 (2).

## **REMOTE AGREEMENTS**

### **Application**

44. Sections 45 to 47 apply to remote agreements if the consumer's total potential payment obligation under the agreement, excluding the cost of borrowing, exceeds a prescribed amount. 2002, c. 30, Sched. A, s. 44.

### **Disclosure of information**

45. Before a consumer enters into a remote agreement, the supplier shall disclose the prescribed information to the consumer and shall satisfy the prescribed requirements. 2002, c. 30, Sched. A, s. 45.

### **Copy of remote agreement**

46. (1) A supplier shall deliver to a consumer who enters into a remote agreement a copy of the agreement in writing within the prescribed period after the consumer enters into the agreement. 2002, c. 30, Sched. A, s. 46 (1).

### **Content of remote agreement**

(2) The copy of the remote agreement shall include such information as may be prescribed. 2002, c. 30, Sched. A, s. 46 (2).

### **Deemed supply of remote agreement**

(3) For the purposes of subsection (1), a supplier is considered to have delivered a copy of the remote agreement to the consumer if the copy is delivered in the prescribed manner. 2002, c. 30, Sched. A, s. 46 (3).

### **Cancellation of remote agreement**

47. (1) A consumer may cancel a remote agreement at any time from the date the agreement is entered into until seven days after the consumer receives a copy of the agreement if the supplier fails to comply with section 45. 2002, c. 30, Sched. A, s. 47 (1).

### **Same**

(2) A consumer may cancel a remote agreement within one year after the date the agreement is entered into, if the supplier does not comply with a requirement under section 46. 2004, c. 19, s. 7 (8).

## **PART V SECTORS WHERE ADVANCE FEE PROHIBITED**

### **Definitions**

48. In this Part,

“consumer report”, “credit information”, “file” and “personal information” each have the same meaning as in section 1 of the *Consumer Reporting Act*; (“rapport sur le consommateur”, “renseignements sur la solvabilité”, “dossier”, “renseignements personnels”)

“credit repair” means services or goods that are intended to improve a consumer report, credit

information, file or personal information, including a credit record, credit history or credit rating; (“redressement de crédit”)

“credit repairer” means,

- (a) a supplier of credit repair, or
- (b) a person who holds themselves out as a person described in clause (a); (“redresseur de crédit”)

“operator” means,

- (a) a person who is a credit repairer or a loan broker, or
- (b) a supplier who supplies such goods or services as may be prescribed or a person who holds themselves out as a supplier of such goods or services. (“exploitant”) 2002, c. 30, Sched. A, s. 48; 2004, c. 19, s. 7 (9).

### **Requirements for consumer agreements**

**49.** Every consumer agreement for loan brokering, credit repair or for the supply of such other goods or services as may be prescribed shall be in writing, shall be delivered to the consumer and shall be made in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 49.

### **Advance payments prohibited**

**50. (1)** No operator shall require or accept any payment or any security for a payment, directly or indirectly, from or on behalf of a consumer unless and until,

- (a) in respect of loan brokering, the consumer receives the credit or loan of money that the loan broker has assisted the consumer to obtain;
- (b) in respect of credit repair, the credit repairer causes a material improvement to the consumer report, credit information, file, personal information, credit record, credit history or credit rating of the consumer; or
- (c) in respect of the supply of such other goods or services as may be prescribed, the prescribed requirements are met. 2002, c. 30, Sched. A, s. 50 (1); 2004, c. 19, s. 7 (10, 11).

### **Security arrangement void**

**(2)** Every arrangement by which an operator takes security in contravention of subsection (1) is void. 2002, c. 30, Sched. A, s. 50 (2); 2004, c. 19, s. 7 (12).

### **Cancellation: cooling-off period**

**51. (1)** A consumer who is a party to an agreement for loan brokering, credit repair or the supply of such goods and services as may be prescribed may, without any reason, cancel the agreement at any time from the date of entering into the agreement until 10 days after receiving the written copy of the agreement. 2002, c. 30, Sched. A, s. 51 (1).

### **Cancellation: failure to meet requirements**

**(2)** In addition to the right under subsection (1), a consumer who is a party to an agreement for loan brokering, credit repair or the supply of such goods and services as may be prescribed may cancel the agreement within one year after the date of entering into it if the consumer does not receive a copy of the agreement that meets the requirements under section 49. 2002, c. 30, Sched. A, s. 51 (2).

**Officers, directors**

**52.** The officers and directors of an operator are jointly and severally liable for any remedy in respect of which a person is entitled to commence a proceeding against the operator. 2002, c. 30, Sched. A, s. 52; 2004, c. 19, s. 7 (13).

**Prohibited representations**

**53.** An operator shall not communicate or cause to be communicated any representation that is prescribed as a prohibited representation. 2002, c. 30, Sched. A, s. 53; 2004, c. 19, s. 7 (14).

**Transition**

**54. (1)** Sections 48 to 53 apply to consumer transactions that occur on or after the day this section is proclaimed in force. 2002, c. 30, Sched. A, s. 54 (1).

**Same**

**(2)** The *Loan Brokers Act, 1994*, as it existed immediately before its repeal by the *Consumer Protection Statute Law Amendment Act, 2002*, continues to apply to all agreements to assist a consumer in obtaining a loan of money entered into before its repeal. 2002, c. 30, Sched. A, s. 54 (2).

**Same**

**(3)** Sections 13.1 to 13.8 of the *Consumer Reporting Act*, as they existed immediately before their repeal by the *Consumer Protection Statute Law Amendment Act, 2002*, continue to apply to all consumer transactions that occurred before their repeal. 2002, c. 30, Sched. A, s. 54 (3).

## PART VI REPAIRS TO MOTOR VEHICLES AND OTHER GOODS

**Definitions**

**55.** In this Part,

“estimate” means an estimate of the total cost of work on and repairs to the goods being repaired; (“devis”)

“repairer” means a supplier who works on or repairs vehicles or other prescribed goods; (“réparateur”)

“vehicle” means a motor vehicle as defined in the *Highway Traffic Act*. (“véhicule”) 2002, c. 30, Sched. A, s. 55.

**Estimates**

**56. (1)** No repairer shall charge a consumer for any work or repairs unless the repairer first gives the consumer an estimate that meets the prescribed requirements. 2002, c. 30, Sched. A, s. 56 (1).

**Same**

**(2)** Despite subsection (1), a repairer may charge for work or repairs without giving an estimate if,

- (a) the repairer offers to give the consumer an estimate and the consumer declines the offer of an estimate;
- (b) the consumer specifically authorizes the maximum amount that he or she will pay the repairer to make the repairs or do the work; and

- (c) the cost charged for the work or repairs does not exceed the maximum amount authorized by the consumer. 2002, c. 30, Sched. A, s. 56 (2).

**Estimate fee**

**57. (1)** Subject to subsection (3), no repairer shall charge a fee for an estimate unless the consumer is told in advance that a fee will be charged and the amount of the fee. 2002, c. 30, Sched. A, s. 57 (1).

**Same**

**(2)** A fee for an estimate shall be deemed to include the cost of diagnostic time, the cost of reassembling the goods and the cost of parts that will be damaged and must be replaced when reassembling if the work or repairs are not authorized by the consumer. 2002, c. 30, Sched. A, s. 57 (2).

**Same**

**(3)** A repairer shall not charge a fee for an estimate if the work or repairs in question are authorized and carried out. 2002, c. 30, Sched. A, s. 57 (3).

**Same**

**(4)** Despite subsection (3), a repairer may charge a fee for an estimate if the repairer is unable to obtain, without unreasonable delay, authorization to proceed with the work or repairs and the goods are reassembled before being worked on or repaired so that the goods can be moved in order to free repair space. 2002, c. 30, Sched. A, s. 57 (4).

**Authorization required**

**58. (1)** No repairer shall charge for any work or repairs unless the consumer authorizes the work or repairs. 2002, c. 30, Sched. A, s. 58 (1).

**Exceeding estimate prohibited**

**(2)** No repairer shall charge, for work or repairs for which an estimate was given, an amount that exceeds the estimate by more than 10 per cent. 2002, c. 30, Sched. A, s. 58 (2).

**Authorization not in writing**

**59.** If an authorization required by section 56, 57 or 58 is not given in writing, the authorization is not effective unless it is recorded in a manner that meets the prescribed requirements. 2002, c. 30, Sched. A, s. 59.

**Posting signs**

**60.** A repairer shall post the prescribed signs in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 60.

**Return of parts**

**61. (1)** Every repairer shall offer to return to the consumer all parts removed in the course of work or repairs and shall return all such parts unless advised when the work or repairs are authorized that the consumer does not require their return. 2002, c. 30, Sched. A, s. 61 (1).

**Parts kept separate**

**(2)** Every repairer shall keep parts removed from goods being repaired separate from the parts removed from any other goods and, if their return is requested by the consumer, shall return the parts in a clean container. 2002, c. 30, Sched. A, s. 61 (2).

**Exception**

**(3)** Subsections (1) and (2) do not apply to,

- (a) parts for which there has been no charge for the part or for work on or repair to the part; or
- (b) parts replaced under warranty whose return to the manufacturer or distributor is required. 2002, c. 30, Sched. A, s. 61 (3).

**Invoice**

**62.** The repairer shall, on completion of work or repairs, deliver to the consumer an invoice containing the prescribed information in the prescribed manner. 2002, c. 30, Sched. A, s. 62.

**Warranty for vehicles**

**63. (1)** On the repair of a vehicle, every repairer shall be deemed to warrant all new or reconditioned parts installed and the labour required to install them for a minimum of 90 days or 5,000 kilometres, whichever comes first, or for such greater minimum as may be prescribed. 2002, c. 30, Sched. A, s. 63 (1).

**Same**

**(2)** The warranty in subsection (1) is in addition to the deemed and implied conditions and warranties set out in section 9. 2002, c. 30, Sched. A, s. 63 (2).

**Failure of work or repairs under warranty**

**(3)** The person having charge of a vehicle that becomes inoperable or unsafe to drive because of the failure or inadequacy of work or repairs to which a warranty under this section applies may, when it is not reasonable to return the vehicle to the original repairer, have the failure or inadequacy repaired at the closest facility available for the work or repairs. 2002, c. 30, Sched. A, s. 63 (3).

**Recovery of cost of failed work or repairs**

**(4)** When work or repairs are made under subsection (3), the person entitled to a warranty under this section is entitled to recover from the original repairer the original cost of the work or repairs and reasonable towing charges. 2002, c. 30, Sched. A, s. 63 (4).

**Loss of warranty**

**(5)** A consumer who subjects any vehicle part to misuse or abuse is not entitled to the benefit of the warranty on that part. 2002, c. 30, Sched. A, s. 63 (5).

**Same**

**(6)** No repairer shall refuse to reimburse a consumer because of the operation of subsection (5) unless the repairer has reasonable grounds to believe that the part under warranty was subjected to misuse or abuse. 2002, c. 30, Sched. A, s. 63 (6).

**Return of parts**

**(7)** A consumer who is seeking reimbursement under this section shall return, upon the request and at the expense of the original repairer, the defective parts to the original repairer unless, in the circumstances, it is not reasonably possible for the consumer to do so. 2002, c. 30, Sched. A, s. 63 (7).

**Reimbursement**

**(8)** An original repairer who is required to make a payment under this section is entitled to recover from the supplier of a defective part any amount paid to the consumer under subsection (4). 2002, c. 30, Sched. A, s. 63 (8).

**Consistent cost**

**64.** No repairer shall give an estimate or charge an amount for work or repairs that is

greater than that usually given or charged by that repairer for the same work or repairs merely because the cost is to be paid, directly or indirectly, by an insurance company licensed under the *Insurance Act*, 2002, c. 30, Sched. A, s. 64.

### **Transition**

**65. (1)** Sections 55 to 64 apply to all consumer agreements for work or repair that are entered into on or after the day this section is proclaimed in force. 2002, c. 30, Sched. A, s. 65 (1).

### **Same**

**(2)** The *Motor Vehicle Repair Act*, as it existed immediately before its repeal by the *Consumer Protection Statute Law Amendment Act, 2002*, applies to agreements for work or repair to a vehicle entered into before its repeal. 2002, c. 30, Sched. A, s. 65 (2).

## **PART VII CREDIT AGREEMENTS**

### **GENERAL**

### **Definitions**

**66.** In this Part,

“advance” means value, as prescribed, received by the borrower under a credit agreement; (“avance”)

“annual percentage rate” means the annual percentage rate in respect of a credit agreement that is determined in the prescribed manner; (“taux de crédit”)

“borrower” means a consumer who, as a party to a credit agreement, receives or may receive credit or a loan of money from the other party or who indicates an interest in becoming such a party, but does not include a guarantor; (“emprunteur”)

“brokerage fee” means the payment that a borrower makes or agrees to make to a loan broker who assists the borrower in arranging a credit agreement, and includes an amount deducted from an advance made to the borrower that is paid to the broker; (“frais de courtage”)

“cost of borrowing” means all amounts that a borrower is required to pay under or as a condition of entering into a credit agreement and all prescribed amounts other than,

(a) a payment or repayment of a portion of the principal under the agreement as prescribed, and

(b) prescribed charges; (“coût d’emprunt”)

“credit agreement” means a consumer agreement under which a lender extends credit or lends money to a borrower and includes a supplier credit agreement and a prospective consumer agreement under which an extension of credit, loan of money or supplier credit agreement may occur in the future, but does not include an agreement under which a lender extends credit or lends money on the security of a mortgage of real property or consumer agreements of a prescribed type; (“convention de crédit”)

“default charge” means a charge imposed on a borrower who does not make a payment as it comes due under a credit agreement or who does not comply with any other obligation under a credit agreement, but does not include interest on an overdue payment; (“frais de défaut”)

“fixed credit” means credit or a loan of money under a credit agreement that is not for open credit; (“crédit fixe”)

“floating rate” means a rate that bears a specified mathematical relationship to a public index that meets the prescribed requirements; (“taux variable”)

“lender” means a supplier who is or may become a party to a credit agreement and who extends or may extend credit or lends or may lend money to the borrower and includes a credit card issuer; (“prêteur”)

“optional service” means a service that is offered to a borrower in connection with a credit agreement and that the borrower does not have to accept in order to enter into the agreement; (“service facultatif”)

“supplier credit agreement” means a consumer agreement, other than a consumer agreement involving leases to which Part VIII applies, under which a supplier or an associate of the supplier, extends fixed credit to a consumer to assist the consumer in obtaining goods or services, other than credit or a loan of money, from the supplier; (“convention de crédit fournisseur”)

“supplier creditor” means the supplier or an associate of a supplier in a supplier credit agreement. (“créancier fournisseur”) 2002, c. 30, Sched. A, s. 66; 2004, c. 19, s. 7 (15); 2008, c. 9, s. 79 (6, 7).

### **Non-application of Part**

**67. (1)** This Part and the regulations made under it do not apply to a payday loan agreement as defined in subsection 1 (1) of the *Payday Loans Act, 2008* and do not apply to a supplier credit agreement that,

- (a) requires the borrower to make payment in full in a single payment within a certain period after the supplier delivers a written invoice or statement of account to the borrower;
- (b) is unconditionally interest-free during the period for payment described in clause (a);
- (c) does not provide for any non-interest charges;
- (d) is unsecured apart from liens on the goods or services supplied through the agreement that may arise by operation of law; and
- (e) the supplier cannot assign in the ordinary course of business other than as security. 2002, c. 30, Sched. A, s. 67 (1); 2008, c. 9, s. 79 (8).

### **Obligations of loan brokers**

**(2)** If a loan broker assists a consumer to obtain credit or a loan of money and the creditor is not in the business of extending credit or lending money, the obligations that this Part would impose on a lender shall be deemed to be obligations of the loan broker and not the creditor, except as prescribed. 2004, c. 19, s. 7 (16).

**(3)** Repealed: 2004, c. 19, s. 7 (17).

**(4)** Repealed: 2004, c. 19, s. 7 (17).

### **Agreement for credit card**

**68. (1)** Despite section 13, a consumer who applies for a credit card without signing an application form or who receives a credit card from a credit card issuer without applying for it

shall be deemed to have entered into a credit agreement with the issuer with respect to the card on first using the card. 2002, c. 30, Sched. A, s. 68 (1).

### **Liability**

(2) A consumer described in subsection (1) is not liable to pay the lender any amount in respect of the credit card received in the circumstances described in that subsection until the consumer uses the card. 2002, c. 30, Sched. A, s. 68 (2).

### **Limiting liability for unauthorized charges**

69. A borrower is not liable for any amount that is greater than the prescribed maximum for unauthorized charges under a credit agreement for open credit. 2004, c. 19, s. 7 (18).

### **Consequence of non-disclosure**

70. A borrower under a credit agreement is not liable to pay the lender,

- (a) the cost of borrowing under a credit agreement if the borrower receives no statements required by this Part; or
- (b) as part of the cost of borrowing, any amount in excess of the amounts specified in the statements that this Part requires to be delivered to the borrower in respect of the agreement. 2002, c. 30, Sched. A, s. 70.

### **Correcting errors**

71. If there is an error in a statement of account issued under a credit agreement for open credit, the lender shall correct the error in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 71.

### **Required insurance**

72. (1) A borrower who is required under a credit agreement to purchase insurance may purchase it from any insurer who may lawfully provide that type of insurance, except that the lender may reserve the right to disapprove, on reasonable grounds, an insurer selected by the borrower. 2002, c. 30, Sched. A, s. 72 (1).

### **Disclosure by lender**

(2) A lender who offers to provide or to arrange insurance required under a credit agreement shall at the same time disclose to the borrower in writing that the borrower may purchase the insurance through an agent or an insurer of the borrower's choice. 2002, c. 30, Sched. A, s. 72 (2).

### **Termination of optional services**

73. (1) A borrower may terminate an optional service of a continuing nature provided by the lender or an associate of the lender on giving 30 days notice or such shorter period of notice as is specified in the agreement under which the service is provided. 2002, c. 30, Sched. A, s. 73 (1).

### **Liability of borrower**

(2) A borrower who terminates an optional service in accordance with subsection (1) is not liable for charges relating to any portion of the service that has not been provided at the time of termination and is entitled to a refund of amounts already paid for those charges. 2002, c. 30, Sched. A, s. 73 (2).

### **Notice**

(3) Notice under subsection (1) may be given in any way as long as it indicates the intention of the borrower to terminate the optional service and section 92 applies, with necessary

modification, to such notice. 2002, c. 30, Sched. A, s. 73 (3).

### **Deferral of payments**

**74. (1)** If the lender under a credit agreement invites the borrower to defer making a payment that would otherwise be due under the agreement, the invitation must disclose whether or not interest will accrue on the unpaid amount during the period of the deferral and, if interest will accrue, the invitation must also disclose the interest rate. 2002, c. 30, Sched. A, s. 74 (1).

### **Waiver of interest**

**(2)** If the lender does not comply with subsection (1), the lender shall be deemed to have waived the interest that would otherwise accrue during the period. 2002, c. 30, Sched. A, s. 74 (2).

### **Default charges**

**75.** A lender is not entitled to impose on a borrower under a credit agreement default charges other than,

- (a) reasonable charges in respect of legal costs that the lender incurs in collecting or attempting to collect a required payment by the borrower under the agreement;
- (b) reasonable charges in respect of costs, including legal costs, that the lender incurs in realizing a security interest or protecting the subject-matter of a security interest after default under the agreement; or
- (c) reasonable charges reflecting the costs that the lender incurs because a cheque or other instrument of payment given by the borrower under the agreement has been dishonoured. 2002, c. 30, Sched. A, s. 75.

### **Prepayment**

**76. (1)** A borrower is entitled to pay the full outstanding balance under a credit agreement at any time without any prepayment charge or penalty. 2002, c. 30, Sched. A, s. 76 (1); 2008, c. 9, s. 79 (9).

### **Refund or credit to borrower**

**(2)** If a borrower prepays the full outstanding balance under a credit agreement for fixed credit, the lender shall refund to the borrower or credit the borrower with the portion, determined in the prescribed manner, of the amounts that were paid by the borrower under the agreement or added to the balance under the agreement and that form part of the cost of borrowing, other than amounts paid on account of interest. 2004, c. 19, s. 7 (19); 2008, c. 9, s. 79 (9).

**(3)** Repealed: 2004, c. 19, s. 7 (19).

### **Partial prepayment**

**(4)** A borrower is entitled to prepay a portion of the outstanding balance under a credit agreement for fixed credit on any scheduled date of the borrower's required payments under the agreement or once in any month without any prepayment charge or penalty. 2002, c. 30, Sched. A, s. 76 (4); 2008, c. 9, s. 79 (10).

### **No credit to borrower**

**(5)** A borrower who makes a payment under subsection (4) is not entitled to the refund or credit described in subsection (2). 2004, c. 19, s. 7 (20).

## **DISCLOSURE**

### **Representations**

**77.** No lender shall make representations or cause representations to be made with respect to a credit agreement, whether orally, in writing or in any other form, unless the representations comply with the prescribed requirements. 2002, c. 30, Sched. A, s. 77.

#### **Disclosure of brokerage fee**

**78. (1)** If the borrower pays or is liable to pay a brokerage fee to a loan broker, either directly or through a deduction from an advance, the initial disclosure statement for the credit agreement must,

- (a) disclose the amount of the brokerage fee; and
- (b) account for the brokerage fee in the annual percentage rate and in the cost of borrowing. 2004, c. 19, s. 7 (21).

#### **Loan broker's statement**

**(2)** If a loan broker takes an application from a borrower for a credit agreement and sends it to a lender, the loan broker shall deliver to the borrower an initial disclosure statement that includes the information required in the initial disclosure statement referred to in subsections (1) and 79 (1). 2004, c. 19, s. 7 (21).

#### **Lender adopting loan broker's statement**

**(3)** If a loan broker has delivered an initial disclosure statement to the borrower, the lender may adopt it as his, her or its own initial disclosure statement or may elect to deliver a separate initial disclosure statement to the borrower. 2002, c. 30, Sched. A, s. 78 (3); 2004, c. 19, s. 7 (22).

#### **Initial disclosure statement**

**79. (1)** Every lender shall deliver an initial disclosure statement for a credit agreement to the borrower at or before the time that the borrower enters into the agreement, unless the lender has adopted the loan broker's initial disclosure statement as his, her or its own. 2004, c. 19, s. 7 (23).

#### **Contents of statement, fixed credit**

**(2)** The initial disclosure statement for a credit agreement for fixed credit shall disclose the prescribed information. 2002, c. 30, Sched. A, s. 79 (2).

#### **Contents of statement, open credit**

**(3)** The initial disclosure statement for a credit agreement for open credit shall disclose the prescribed information. 2002, c. 30, Sched. A, s. 79 (3).

#### **Brokerage fee**

**(4)** If a loan broker assists in arranging a credit agreement, the initial disclosure statement shall disclose the prescribed information. 2002, c. 30, Sched. A, s. 79 (4).

#### **Subsequent disclosure: fixed credit**

**80. (1)** If the interest rate in a credit agreement for fixed credit is a floating rate, the lender shall, at least once every 12 months after entering into the agreement, deliver to the borrower a disclosure statement for the period covered by the statement disclosing the prescribed information. 2002, c. 30, Sched. A, s. 80 (1).

#### **Increase in interest rate**

**(2)** If the interest rate in a credit agreement for fixed credit is not a floating rate and the agreement allows the lender to change the interest rate, the lender shall, within 30 days after increasing the annual interest rate to a rate that is at least 1 per cent higher than the rate most recently disclosed to the borrower, deliver to the borrower a disclosure statement disclosing the

prescribed information. 2002, c. 30, Sched. A, s. 80 (2).

### **Insufficient scheduled payments**

(3) The lender shall deliver to the borrower notice if the amount of the borrower's scheduled payments required by a credit agreement for fixed credit is no longer sufficient to cover the interest accrued under the agreement because the principal set out in the agreement has increased as a result of default charges or the failure of the borrower to make payments under the agreement. 2002, c. 30, Sched. A, s. 80 (3).

### **Notice**

(4) The notice under subsection (3) shall be in writing, shall disclose the situation and shall be delivered within 30 days after the point when the amount of the scheduled payments is no longer sufficient to cover the accrued interest. 2002, c. 30, Sched. A, s. 80 (4).

### **Amendments**

(5) Subject to subsection (6), if the parties have agreed to amend a credit agreement for fixed credit and the amendment changes any of the information prescribed under subsection 79 (2), the lender shall, within 30 days after the amendment is made, deliver to the borrower a supplementary disclosure statement setting out the changed information. 2004, c. 19, s. 7 (24).

### **Exception**

(6) If an amendment to a credit agreement consists only of a change in the schedule of required payments by the borrower, it is not necessary for the supplementary disclosure statement to disclose any change to the annual percentage rate or any decrease in the total required payments by the borrower or the total cost of borrowing under the agreement. 2002, c. 30, Sched. A, s. 80 (6).

### **Subsequent disclosure: open credit**

**81. (1)** Subject to subsection (2), the lender under a credit agreement for open credit shall deliver a statement of account to the borrower at least once monthly after entering into the agreement. 2002, c. 30, Sched. A, s. 81 (1).

### **Exception**

(2) The lender is not required to deliver a statement of account to the borrower at the end of any period when, since the most recent statement of account, the borrower has received no advances and made no payments under the agreement and,

- (a) at the end of the period the outstanding balance payable by the borrower under the agreement is zero; or
- (b) the borrower is in default and has been notified that the lender has cancelled or suspended his or her right to obtain advances under the agreement and has demanded payment of the outstanding balance. 2002, c. 30, Sched. A, s. 81 (2).

### **Information about account**

(3) The lender shall provide to the borrower a telephone number at which the borrower can make inquiries about the borrower's account during the lender's ordinary business hours without incurring any charges for the telephone call. 2002, c. 30, Sched. A, s. 81 (3).

### **Contents of statement of account**

(4) A statement of account for a credit agreement for open credit shall disclose the prescribed information. 2002, c. 30, Sched. A, s. 81 (4).

### **Change in interest rate**

(5) A lender under a credit agreement for open credit who, pursuant to the agreement, changes the interest rate under the agreement shall deliver a disclosure statement to the borrower disclosing the change,

- (a) in the next statement of account after the change, in the case of a credit agreement that is not for a credit card; and
- (b) at least 30 days before the change, in the case of a credit agreement that is for a credit card where the interest rate is not a floating rate. 2002, c. 30, Sched. A, s. 81 (5).

### **Other changes**

(6) Subject to subsection (7), if the parties have agreed to amend a credit agreement for open credit and the amendment changes any of the information prescribed under subsection 79 (3), the lender shall, within 30 days after the amendment is made, deliver to the borrower a supplementary disclosure statement setting out the changed information. 2004, c. 19, s. 7 (25).

### **Same**

(7) If the parties have agreed to amend a credit agreement for open credit in respect of a credit card and the amendment changes any of the information prescribed under subsection 79 (3), the lender shall deliver to the borrower a supplementary disclosure statement setting out the changed information,

- (a) within 30 days after the amendment is made, if the change is not a material change, as prescribed; and
- (b) at least 30 days before the amendment is made, if the change is a material change, as prescribed. 2004, c. 19, s. 7 (25).

## **ASSIGNMENT OF SECURITY FOR CREDIT**

### **Assignment of negotiable instrument**

82. (1) If a person assigns a negotiable instrument given to secure credit or a loan of money, the person shall deliver to the assignee with the negotiable instrument a copy of the statement required by section 79 and, if the person is a supplier creditor, a copy of the consumer agreement for the goods or services that were obtained with the fixed credit. 2004, c. 19, s. 7 (26).

### **Reassignment of negotiable instrument**

(2) Every assignee of a negotiable instrument who reassigns the instrument shall deliver to the person to whom the instrument is being reassigned the statement and the consumer agreement, if any, received by the assignee in respect of the instrument. 2002, c. 30, Sched. A, s. 82 (2).

### **Indemnity**

(3) If an assignee of a negotiable instrument to which subsection (2) applies is entitled to recover on the instrument from the maker, the maker is entitled to be indemnified by any assignor of the instrument who has not complied with subsection (1) or (2), as the case may be. 2002, c. 30, Sched. A, s. 82 (3).

### **Obligations of assignee of lender**

83. (1) If a lender assigns to a person the lender's rights in connection with the extension of credit or the lending of money to a borrower, the assignee has no greater rights than, and is subject to the same obligations, liabilities and duties as, the assignor in connection with the extension of the credit or the lending of the money, and the provisions of this Act apply equally

to such assignee. 2004, c. 19, s. 7 (27).

### **Same**

(2) Despite subsection (1), a borrower shall not recover from, or be entitled to set off against, an assignee of the lender an amount greater than the balance owing under the consumer agreement at the time of the assignment, and, if there have been two or more assignments, the borrower shall not recover from an assignee who no longer holds the benefit of the consumer agreement an amount that exceeds the payments made by the borrower to that assignee. 2004, c. 19, s. 7 (27).

### **Order to pay indemnity**

84. (1) If an assignor of a negotiable instrument is convicted of a contravention of section 82, the Ontario Court of Justice making the conviction may order that the person convicted is liable to indemnify the maker under subsection 82 (3). 2002, c. 30, Sched. A, s. 84 (1).

### **Filing indemnity order in court**

(2) If an indemnity order is made under subsection (1) in favour of a person who is or becomes liable under a judgment of a court to an assignee of the negotiable instrument in respect of which the indemnity order was made, the person entitled to the indemnity may file the indemnity order in the court office of the court in which the judgment was issued. 2002, c. 30, Sched. A, s. 84 (2).

### **Default judgment**

(3) Upon the filing of the indemnity order, the local registrar or clerk of the court shall issue a default judgment in favour of the person entitled to the indemnity and against the person required by the indemnity order to give the indemnity, and the amount of the default judgment shall be the amount of the judgment referred to in subsection (1) and costs together with the costs of issuing the default judgment, or such lesser amount as the person entitled to the indemnity by requisition requests. 2002, c. 30, Sched. A, s. 84 (3).

### **Setting aside or variation of default judgment**

(4) Upon application, the court in which the default judgment is issued may set aside the default judgment or may determine the amount of the indemnity or make an order of reference for the purpose and may vary the amount of the default judgment. 2002, c. 30, Sched. A, s. 84 (4).

### **Allowance for trade-in subject to adjustment**

85. (1) If the amount to be paid by a consumer under a consumer agreement is determined after an allowance for a trade-in and is stated in the consumer agreement to be subject to adjustment after the existence or amount of liens against the trade-in is ascertained or confirmed, any statements of the terms of payment and the cost of borrowing, as required under this Act, shall be based upon the amount as determined upon the information provided by the consumer. 2002, c. 30, Sched. A, s. 85 (1).

### **Further adjustments**

(2) If there is an additional adjustment to the amount to be paid by a consumer under a consumer agreement to which subsection (1) applies after the adjustment under subsection (1), the consumer agreement shall not be adjusted to change,

- (a) the percentage rate by which the cost of borrowing is expressed;
- (b) the total number of instalments required to pay the total indebtedness; or

(c) the price shown in the consumer agreement. 2002, c. 30, Sched. A, s. 85 (2).

## **PART VIII LEASING**

### **Definitions**

**86.** In this Part,

“lease” means a consumer agreement for the lease of goods, other than a consumer agreement for the lease of goods in connection with a residential tenancy agreement, and “lessor” and “lessee” have a corresponding meaning; (“bail”, “bailleur”, “preneur”)

“lease term” means the period during which the lessee is entitled to retain possession of the leased goods; (“durée du bail”)

“residual obligation lease” means a lease under which the lessor may require the lessee at the end of the lease term to pay the lessor an amount based in whole or in part on the difference, if any, between,

(a) the estimated wholesale value of the leased goods at the end of the lease term, and

(b) the realizable value of the leased goods at the end of the lease term. (“bail à obligation résiduelle”) 2002, c. 30, Sched. A, s. 86; 2004, c. 19, s. 7 (28-30).

### **Application of Part**

**87.** This Part applies to,

(a) leases for a fixed term of four months or more;

(b) leases for an indefinite term or that are renewed automatically until one of the parties takes positive steps to terminate them; and

(c) residual obligation leases. 2002, c. 30, Sched. A, s. 87; 2004, c. 19, s. 7 (31, 32).

### **Representations**

**88.** Any person who makes representations or causes representations to be made about the cost of a lease, whether orally, in writing or in any other form, shall do so in accordance with the prescribed requirements. 2002, c. 30, Sched. A, s. 88; 2004, c. 19, s. 7 (33).

### **Disclosure statement**

**89. (1)** Every lessor shall deliver a disclosure statement for a lease to the lessee before the earlier of,

(a) the time that the lessee enters into the lease; and

(b) the time that the lessee makes any payment in connection with the lease. 2002, c. 30, Sched. A, s. 89 (1); 2004, c. 19, s. 7 (34).

### **Contents of statement**

**(2)** The disclosure statement for a lease shall disclose the prescribed information. 2002, c. 30, Sched. A, s. 89 (2); 2004, c. 19, s. 7 (34).

### **Compensation re: termination of lease**

**90. (1)** The maximum amount of compensation that may be charged to a lessee by a lessor for termination of a lease before the end of the lease term may be limited as prescribed. 2002, c. 30, Sched. A, s. 90 (1); 2004, c. 19, s. 7 (34).

### **Residual obligation lease**

(2) The maximum liability of the lessee at the end of the term of a residual obligation lease after returning the leased goods to the lessor shall be the amount calculated in the prescribed manner. 2002, c. 30, Sched. A, s. 90 (2); 2004, c. 19, s. 7 (34).

## **PART IX PROCEDURES FOR CONSUMER REMEDIES**

### **Application**

**91.** This Part does not apply to remedies claimed in respect to unfair practices under Part III. 2002, c. 30, Sched. A, s. 91.

### **Form of consumer notice**

**92. (1)** If this Act requires a consumer to give notice to a supplier to request a remedy, the consumer may do so by giving notice in accordance with this section. 2002, c. 30, Sched. A, s. 92 (1).

### **Same**

(2) The notice may be expressed in any way, as long as it indicates the intention of the consumer to seek the remedy being requested and complies with any requirements that may be prescribed. 2002, c. 30, Sched. A, s. 92 (2).

### **Giving notice**

(3) Unless the regulations require otherwise, the notice may be oral or in writing and may be given by any means. 2004, c. 19, s. 7 (35).

### **Notice given when sent**

(4) If notice in writing is given other than by personal service, the notice shall be deemed to be given when sent. 2004, c. 19, s. 7 (35).

### **Address**

(5) The consumer may send or deliver the notice to the address set out in a consumer agreement or, if the consumer did not receive a written copy of a consumer agreement or the address was not set out in the written agreement, the consumer may send or deliver the notice,

(a) to any address of the supplier on record with the Government of Ontario or the Government of Canada; or

(b) to an address of the supplier known by the consumer. 2002, c. 30, Sched. A, s. 92 (5).

### **Consumer agreements not binding**

**93. (1)** A consumer agreement is not binding on the consumer unless the agreement is made in accordance with this Act and the regulations. 2002, c. 30, Sched. A, s. 93.

### **Court may order consumer bound**

(2) Despite subsection (1), a court may order that a consumer is bound by all or a portion or portions of a consumer agreement, even if the agreement has not been made in accordance with this Act or the regulations, if the court determines that it would be inequitable in the circumstances for the consumer not to be bound. 2004, c. 19, s. 7 (36).

### **Cancellation**

**94. (1)** If a consumer has a right to cancel a consumer agreement under this Act, the consumer may cancel the agreement by giving notice in accordance with section 92. 2002, c. 30, Sched. A, s. 94 (1).

### **Effective time**

[\(2\)](#) The cancellation takes effect when the consumer gives notice. 2002, c. 30, Sched. A, s. 94 (2).

### **Effect of cancellation**

[95.](#) The cancellation of a consumer agreement in accordance with this Act operates to cancel, as if they never existed,

- (a) the consumer agreement;
- (b) all related agreements;
- (c) all guarantees given in respect of money payable under the consumer agreement;
- (d) all security given by the consumer or a guarantor in respect of money payable under the consumer agreement; and
- (e) all credit agreements, as defined in Part VII, and other payment instruments, including promissory notes,
  - (i) extended arranged or facilitated by the person with whom the consumer reached the consumer agreement, or
  - (ii) otherwise related to the consumer agreement. 2002, c. 30, Sched. A, s. 95.

### **Obligations on cancellation**

[96. \(1\)](#) If a consumer cancels a consumer agreement, the supplier shall, in accordance with the prescribed requirements,

- (a) refund to the consumer any payment made under the agreement or any related agreement; and
- (b) return to the consumer in a condition substantially similar to when they were delivered all goods delivered under a trade-in arrangement or refund to the consumer an amount equal to the trade-in allowance. 2002, c. 30, Sched. A, s. 96 (1).

### **Repossession or return of goods**

[\(2\)](#) Upon cancelling a consumer agreement, the consumer, in accordance with the prescribed requirements and in the prescribed manner, shall permit the goods that came into the consumer's possession under the agreement or a related agreement to be repossessed, shall return the goods or shall deal with them in such manner as may be prescribed. 2002, c. 30, Sched. A, s. 96 (2).

### **Reasonable care**

[\(3\)](#) If a consumer cancels a consumer agreement, the consumer shall take reasonable care of the goods that came into the possession of the consumer under the agreement or a related agreement for the prescribed period. 2004, c. 19, s. 7 (37).

### **To whom obligation owed**

[\(4\)](#) The consumer owes the obligation described in subsection (3) to the person entitled to possession of the goods at the time in question. 2002, c. 30, Sched. A, s. 96 (4).

### **No further obligation**

[\(5\)](#) Compliance with this section discharges the consumer from all obligations relating to the goods and the consumer is under no other obligation, whether arising by contract or otherwise, to take care of the goods. 2002, c. 30, Sched. A, s. 96 (5).

### **Right of action**

(6) If a consumer has cancelled a consumer agreement and the supplier has not met the supplier's obligations under subsection (1), the consumer may commence an action. 2002, c. 30, Sched. A, s. 96 (6).

#### **Same**

(7) If a consumer has cancelled a consumer agreement and has not met the consumer's obligations under this section, the supplier or the person to whom the obligation is owed may commence an action. 2004, c. 19, s. 7 (38).

#### **Title to goods under trade-in arrangement**

97. If the consumer recovers an amount equal to the trade-in allowance under subsection 96 (1) and the title of the consumer to the goods delivered under the trade-in arrangement has not passed from the consumer, the title to the goods vests in the person entitled to the goods under the trade-in arrangement. 2002, c. 30, Sched. A, s. 97.

#### **Illegal charges and payments**

98. (1) If a supplier has charged a fee or an amount in contravention of this Act or received a payment in contravention of this Act, the consumer who paid the charge or made the payment may demand a refund by giving notice in accordance with section 92 within one year after paying the charge or making the payment. 2004, c. 19, s. 7 (39).

#### **Supplier to provide refund**

(2) A supplier who receives a notice demanding a refund under subsection (1) shall provide the refund within the prescribed period of time. 2004, c. 19, s. 7 (39).

#### **Right of action**

- (3) The consumer may commence an action in accordance with section 100 to recover,
- (a) the payment of a fee or an amount that was charged by the supplier in contravention of this Act; or
  - (b) a payment that was received by the supplier in contravention of this Act. 2004, c. 19, s. 7 (39).

#### **Non-supplier**

(4) This section and section 92 apply, with the necessary modifications, to a person who is not a supplier, if the person has received a payment in contravention of section 12. 2004, c. 19, s. 7 (39).

#### **Consumer's recourse re: credit card charges**

99. (1) A consumer who has charged to a credit card account all or any part of a payment described in subsection (2) may request the credit card issuer to cancel or reverse the credit card charge and any associated interest or other charges. 2002, c. 30, Sched. A, s. 99 (1).

#### **Types of payment**

- (2) Subsection (1) applies to,
- (a) a payment in respect of a consumer agreement that has been cancelled under this Act or in respect of any related agreement;
  - (b) a payment that was received in contravention of this Act;
  - (c) a payment in respect of a fee or an amount that was charged in contravention of this Act; and
  - (d) a payment that was collected in respect of unsolicited goods or services for which

payment is not required under section 13. 2004, c. 19, s. 7 (40).

### **Timing of request**

(3) A consumer may make a request under subsection (1) if the consumer has cancelled a consumer agreement or demanded a refund in accordance with this Act, and the supplier has not refunded all of the payment within the required period. 2002, c. 30, Sched. A, s. 99 (3).

### **Request**

(4) A request under subsection (1) shall be in writing, shall comply with the requirements, if any, that are prescribed under subsection 92 (2), and shall be given to the credit card issuer, in the prescribed period, in accordance with section 92. 2004, c. 19, s. 7 (40).

### **Obligations of credit card issuer**

(5) The credit card issuer,

- (a) shall, within the prescribed period, acknowledge the consumer's request; and
- (b) if the request meets the requirements of subsection (4), shall, within the prescribed period,
  - (i) cancel or reverse the credit card charge and any associated interest or other charges, or
  - (ii) after having conducted an investigation, send a written notice to the consumer explaining the reasons why the credit card issuer is of the opinion that the consumer is not entitled to cancel the consumer agreement or to demand a refund under this Act. 2004, c. 19, s. 7 (40).

### **Right of action**

(6) A consumer may commence an action against a credit card issuer to recover a payment and associated interest and other charges to which the consumer is entitled under this section. 2002, c. 30, Sched. A, s. 99 (6).

### **Other prescribed payment systems**

(7) If a consumer charges all or part of a payment described in subsection (2) to a prescribed payment system, the consumer may request that the charge be cancelled or reversed and this section applies with necessary modifications to the cancellation or reversal of such a charge. 2002, c. 30, Sched. A, s. 99 (7).

### **Action in Superior Court of Justice**

**100. (1)** If a consumer has a right to commence an action under this Act, the consumer may commence the action in the Superior Court of Justice. 2002, c. 30, Sched. A, s. 100 (1).

### **Judgment**

(2) If a consumer is successful in an action, unless in the circumstances it would be inequitable to do so, the court shall order that the consumer recover,

- (a) the full payment to which he or she is entitled under this Act; and
- (b) all goods delivered under a trade-in arrangement or an amount equal to the trade-in allowance. 2002, c. 30, Sched. A, s. 100 (2).

### **Same**

(3) In addition to an order under subsection (2), the court may order exemplary or punitive damages or such other relief as the court considers proper. 2002, c. 30, Sched. A, s. 100 (3).

**Waiver of notice**

**101.** If a consumer is required to give notice under this Act in order to obtain a remedy, a court may disregard the requirement to give the notice or any requirement relating to the notice if it is in the interest of justice to do so. 2002, c. 30, Sched. A, s. 101; 2008, c. 9, s. 79 (11).

**PART X  
POWERS AND DUTIES OF MINISTER AND DIRECTOR****Powers of Minister**

**102. (1)** The Minister may,

- (a) disseminate information for the purpose of educating and advising consumers;
- (b) provide information to consumers about the use of alternate dispute resolution techniques as a means of resolving disputes arising out of consumer transactions; and
- (c) enforce this Act and other legislation for the protection of consumers. 2002, c. 30, Sched. A, s. 102 (1).

**Delegation of powers and duties**

**(2)** The Minister may delegate in writing any of his or her powers or duties under subsection (1) to the Deputy Minister of Consumer and Business Services or to any persons employed in a specified capacity in the Ministry. 2002, c. 30, Sched. A, s. 102 (2).

**Same**

**(3)** The Deputy Minister of Consumer and Business Services may in writing delegate any of the powers or duties delegated to the Deputy Minister by the Minister under subsection (2) to any person employed in a specified capacity in the Ministry. 2002, c. 30, Sched. A, s. 102 (3).

**Enforcement agreements**

**(4)** For the purpose of enforcing this Act and other legislation for the protection of consumers, the Minister may,

- (a) enter into agreements with law enforcement agencies in Canada and other jurisdictions; and
- (b) for the purposes of clause (a), share and exchange information concerning breaches or possible breaches of this Act or other legislation for the protection of consumers. 2002, c. 30, Sched. A, s. 102 (4).

**Duties of Director**

**103. (1)** The Director shall perform such duties and exercise such powers as are given to or conferred upon the Director under this or any other Act. 2002, c. 30, Sched. A, s. 103 (1).

**Same**

**(2)** The Director shall maintain, in accordance with the prescribed requirements, a public record of the following:

1. Undertakings of voluntary compliance entered into under this Act.
2. Compliance orders issued under this Act.
3. Orders made under section 109.
4. Any other prescribed document or information. 2002, c. 30, Sched. A, s. 103 (2).

**Same**

(3) The Director shall publish such documents or information as are prescribed. 2002, c. 30, Sched. A, s. 103 (3).

### **Transition**

(4) Records that the Director maintained available for public inspection as required by section 5 of the *Business Practices Act* before its repeal are deemed to be records that are to be maintained for purposes of subsection (2). 2002, c. 30, Sched. A, s. 103 (4).

### **Fees**

**104. (1)** The Minister may by order require the payment of fees for the inspection of public records maintained under section 103 and may approve the amount of those fees. 2002, c. 30, Sched. A, s. 104 (1).

### **Same**

(2) Orders made under subsection (1) are not regulations within the meaning of Part III (Regulations) of the *Legislation Act, 2006*. 2002, c. 30, Sched. A, s. 104 (2); 2006, c. 21, Sched. F, s. 136 (1).

## **PART XI GENERAL**

### **Definition**

**104.1** In this Part,

“investigator” means an investigator appointed under subsection 106 (1). 2006, c. 34, s. 8 (4).

### **Ministry receives complaints and makes inquiries**

**105.** The Ministry may,

- (a) receive complaints concerning conduct that may be in contravention of this Act, of other legislation for the protection of consumers or of any other prescribed Act, whether the conduct constitutes an offence or not; and
- (b) make inquiries, gather information and attempt to mediate or resolve complaints, as appropriate, concerning any matter that comes to its attention that may be in contravention of this Act, of other legislation for the protection of consumers or of any other prescribed Act, whether the matter constitutes an offence or not. 2002, c. 30, Sched. A, s. 105.

### **Appointment of investigators**

**106. (1)** The Director may appoint persons to be investigators for the purposes of conducting investigations. 2002, c. 30, Sched. A, s. 106 (1).

### **Certificate of appointment**

(2) The Director shall issue to every investigator a certificate of appointment bearing his or her signature or a facsimile of the signature. 2002, c. 30, Sched. A, s. 106 (2).

### **Production of certificate of appointment**

(3) Every investigator who is conducting an investigation, including under section 107, shall, upon request, produce the certificate of appointment as an investigator. 2006, c. 34, s. 8 (5).

### **Search warrant**

**107. (1)** Upon application made without notice by an investigator, a justice of the peace may issue a warrant, if he or she is satisfied on information under oath that there is reasonable ground for believing that,

- (a) a person has contravened or is contravening this Act or the regulations; and
- (b) there is,
  - (i) in any building, dwelling, receptacle or place anything relating to the contravention of this Act or the regulations, or
  - (ii) information or evidence relating to the contravention of this Act or the regulations that may be obtained through the use of an investigative technique or procedure or the doing of anything described in the warrant. 2004, c. 19, s. 7 (41); 2006, c. 34, s. 8 (6).

### **Powers under warrant**

(2) Subject to any conditions contained in it, a warrant obtained under subsection (1) authorizes an investigator,

- (a) to enter or access the building, dwelling, receptacle or place specified in the warrant and examine and seize anything described in the warrant;
- (b) to use any data storage, processing or retrieval device or system used in carrying on business in order to produce information or evidence described in the warrant, in any form;
- (c) to exercise any of the powers specified in subsection (10); and
- (d) to use any investigative technique or procedure or do anything described in the warrant. 2004, c. 19, s. 7 (41); 2006, c. 34, s. 8 (7, 8).

### **Entry of dwelling**

(3) Despite subsection (2), an investigator shall not exercise the power under a warrant to enter a place, or part of a place, used as a dwelling, unless,

- (a) the justice of the peace is informed that the warrant is being sought to authorize entry into a dwelling; and
- (b) the justice of the peace authorizes the entry into the dwelling. 2004, c. 19, s. 7 (41).

### **Conditions on warrant**

(4) A warrant obtained under subsection (1) shall contain such conditions as the justice of the peace considers advisable to ensure that any search authorized by the warrant is reasonable in the circumstances. 2004, c. 19, s. 7 (41).

### **Expert help**

(5) The warrant may authorize persons who have special, expert or professional knowledge and other persons as necessary to accompany and assist the investigator in respect of the execution of the warrant. 2004, c. 19, s. 7 (41); 2006, c. 34, s. 8 (9).

### **Time of execution**

(6) An entry or access under a warrant issued under this section shall be made between 6 a.m. and 9 p.m., unless the warrant specifies otherwise. 2004, c. 19, s. 7 (41).

### **Expiry of warrant**

(7) A warrant issued under this section shall name a date of expiry, which shall be no later than 30 days after the warrant is issued, but a justice of the peace may extend the date of expiry for an additional period of no more than 30 days, upon application without notice by an investigator. 2004, c. 19, s. 7 (41).

**Use of force**

[\(8\)](#) An investigator may call upon police officers for assistance in executing the warrant and the investigator may use whatever force is reasonably necessary to execute the warrant. 2004, c. 19, s. 7 (41).

**Obstruction**

[\(9\)](#) No person shall obstruct an investigator executing a warrant under this section or withhold from him or her or conceal, alter or destroy anything relevant to the investigation being conducted pursuant to the warrant. 2004, c. 19, s. 7 (41).

**Assistance**

[\(10\)](#) An investigator may, in the course of executing a warrant, require a person to produce the evidence or information described in the warrant and to provide whatever assistance is reasonably necessary, including using any data storage, processing or retrieval device or system to produce, in any form, the evidence or information described in the warrant and the person shall produce the evidence or information or provide the assistance. 2004, c. 19, s. 7 (41).

**Return of seized items**

[\(11\)](#) An investigator who seizes any thing under this section or section 107.1 may make a copy of it and shall return it within a reasonable time. 2006, c. 34, s. 8 (10).

**Admissibility**

[\(12\)](#) A copy of a document or record certified by an investigator as being a true copy of the original is admissible in evidence to the same extent as the original and has the same evidentiary value. 2004, c. 19, s. 7 (41).

**Seizure of things not specified**

[107.1](#) An investigator who is lawfully present in a place pursuant to a warrant or otherwise in the execution of his or her duties may, without a warrant, seize anything in plain view that the investigator believes on reasonable grounds will afford evidence relating to a contravention of this Act or the regulations. 2006, c. 34, s. 8 (11).

**Searches in exigent circumstances**

[108. \(1\)](#) An investigator may exercise any of the powers described in subsection 107 (2) without a warrant if the conditions for obtaining the warrant exist but by reason of exigent circumstances it would be impracticable to obtain the warrant. 2004, c. 19, s. 7 (42).

**Dwellings**

[\(2\)](#) Subsection (1) does not apply to a building or part of a building that is being used as a dwelling. 2004, c. 19, s. 7 (42).

**Use of force**

[\(3\)](#) The investigator may, in executing any authority given by this section, call upon police officers for assistance and use whatever force is reasonably necessary. 2004, c. 19, s. 7 (42).

**Applicability of s. 107**

[\(4\)](#) Subsections 107 (5), (9), (10), (11) and (12) apply with necessary modifications to a search under this section. 2004, c. 19, s. 7 (42).

**False, misleading or deceptive representation**

[109. \(1\)](#) If the Director believes on reasonable grounds that any person is making a false, misleading or deceptive representation in respect of any consumer transaction in an advertisement, circular, pamphlet or material published by any means, the Director may,

- (a) order the person to cease making the representation; and
- (b) order the person to retract the representation or publish a correction of equal prominence to the original publication. 2002, c. 30, Sched. A, s. 109 (1).

**Real property**

(2) Despite clause 2 (2) (f), this section applies to any representations involving real property. 2002, c. 30, Sched. A, s. 109 (2).

**Order effective**

(3) The order takes effect immediately upon being made. 2002, c. 30, Sched. A, s. 109 (3).

**Service**

(4) The Director shall serve the order, together with written reasons for it, on the person named in it. 2002, c. 30, Sched. A, s. 109 (4).

**Request for a hearing**

(5) The order shall inform the person named in it that the person may request a hearing before the Tribunal by mailing or delivering a written notice of request for a hearing to the Director and the Tribunal within 15 days after service of the order. 2002, c. 30, Sched. A, s. 109 (5).

**Hearing date**

(6) If the person gives a notice of request for a hearing within the allowed time, the Tribunal shall hold a hearing. 2002, c. 30, Sched. A, s. 109 (6).

**Stay of order**

(7) The Tribunal may stay the order until it confirms or sets aside the order under subsection (9). 2002, c. 30, Sched. A, s. 109 (7).

**Parties**

(8) The Director, the person who requested the hearing and the persons whom the Tribunal specifies are parties to the hearing. 2002, c. 30, Sched. A, s. 109 (8).

**Powers of Tribunal**

- (9) After holding the hearing, the Tribunal may,
- (a) confirm the order with the amendments, if any, that the Tribunal considers proper to give effect to the purposes of the Act; or
  - (b) set aside the order. 2002, c. 30, Sched. A, s. 109 (9).

**Same**

(10) In confirming or setting aside the order, the Tribunal may substitute its opinion for that of the Director. 2002, c. 30, Sched. A, s. 109 (10).

**Appeal**

(11) Even if the person named in an order made under this section appeals it under section 11 of the *Licence Appeal Tribunal Act, 1999*, the order takes effect immediately but the Tribunal may grant a stay until the disposition of the appeal. 2002, c. 30, Sched. A, s. 109 (11).

**Freeze order**

- 110. (1)** If the conditions in subsection (2) are met, the Director may, in writing,
- (a) order any person having on deposit or controlling any assets or trust funds of a supplier or former supplier to hold those funds or assets;

- (b) order a supplier or former supplier to refrain from withdrawing any asset or trust fund from a person having them on deposit or controlling them; or
- (c) order a supplier or former supplier to hold any asset or trust fund of a consumer or other person in trust for the person entitled to it. 2002, c. 30, Sched. A, s. 110 (1).

### **Conditions**

(2) The Director may make an order under subsection (1) if he or she believes that it is advisable for the protection of consumers and,

- (a) a search warrant has been issued under this Act;
- (b) an order has been made under section 111 or 112; or
- (c) there has been an undertaking of voluntary compliance under section 114. 2002, c. 30, Sched. A, s. 110 (2).

### **Person engaged in unfair practice**

(3) Subsections (1) and (2) apply with necessary modifications to any person, whether or not the person is or was a supplier, if the person has engaged or is engaging in unfair practices under this Act. 2002, c. 30, Sched. A, s. 110 (3).

### **Limitation**

(4) In the case of a bank or authorized foreign bank within the meaning of section 2 of the *Bank Act* (Canada), a credit union within the meaning of the *Credit Unions and Caisses Populaires Act, 1994* or a loan or trust corporation, the order under subsection (1) applies only to the offices and branches named in the order. 2002, c. 30, Sched. A, s. 110 (4).

### **Release of assets**

(5) The Director may consent to the release of any particular asset or trust fund from the order or may wholly revoke the order. 2002, c. 30, Sched. A, s. 110 (5).

### **Exception**

(6) Subsection (1) does not apply if the person files with the Director, in such manner and amount as the Director determines,

- (a) a personal bond accompanied by collateral security;
- (b) a bond of an insurer licensed under the *Insurance Act* to write surety and fidelity insurance;
- (c) a bond of a guarantor accompanied by collateral security; or
- (d) another prescribed form of security. 2002, c. 30, Sched. A, s. 110 (6).

### **Application to court**

(7) An application may be made to the Superior Court of Justice for a determination in respect of the disposition of an asset or trust fund,

- (a) by a person in receipt of an order under subsection (1), if that person is in doubt as to whether the order applies to the asset or trust fund; or
- (b) by a person who claims an interest in the asset or trust fund subject to the order. 2002, c. 30, Sched. A, s. 110 (7).

### **Notice**

(8) If an order is made under this section, the Director may register in the appropriate land

registry office a notice that an order under subsection (1) has been issued and that the order may affect land belonging to the person referred to in the notice and the notice has the same effect as the registration of a certificate of pending litigation except that the Director may in writing revoke or modify the notice. 2002, c. 30, Sched. A, s. 110 (8).

### **Cancellation or discharge application**

(9) A person in respect of whom an order has been made under subsection (1) or any person having an interest in land in respect of which a notice is registered under subsection (8) may apply to the Tribunal for cancellation in whole or in part of the order or for discharge in whole or in part of the registration. 2002, c. 30, Sched. A, s. 110 (9).

### **Disposition by Tribunal**

(10) The Tribunal shall dispose of the application after a hearing and may cancel the order or discharge the registration in whole or in part, if the Tribunal finds,

- (a) that the order or registration is not required in whole or in part for the protection of consumers or of other persons having an interest in the land; or
  - (b) that the interests of other persons are unduly prejudiced by the order or registration.
- 2002, c. 30, Sched. A, s. 110 (10).

### **Parties**

(11) The applicant, the Director and such other persons as the Tribunal may specify are parties to the proceedings before the Tribunal. 2002, c. 30, Sched. A, s. 110 (11).

### **Court application**

(12) If the Director has made an order under subsection (1) or registered a notice under subsection (8), he or she may apply to the Superior Court of Justice for directions or an order relating to the disposition of assets, trust funds or land affected by the order or notice. 2002, c. 30, Sched. A, s. 110 (12).

### **Notice not required**

(13) An application by the Director under this section may be made without notice to any other person. 2002, c. 30, Sched. A, s. 110 (13).

### **Compliance order**

111. (1) The Director may propose to make an order directing a person to comply with the Act if the Director believes on reasonable grounds that the person has engaged or is engaging in any activity that contravenes any provision under this Act, whether the activity constitutes an offence or not. 2002, c. 30, Sched. A, s. 111 (1).

### **Notice**

(2) If the Director proposes to make an order under subsection (1), the Director shall serve notice of the proposed order, together with written reasons, on the person. 2002, c. 30, Sched. A, s. 111 (2).

### **Request for hearing**

(3) The notice shall state that the person is entitled to a hearing by the Tribunal if the person mails or delivers, within 15 days after the notice under subsection (2) is served, notice in writing requiring a hearing to the Director and the Tribunal. 2002, c. 30, Sched. A, s. 111 (3).

### **No hearing required**

(4) If the person does not require a hearing in accordance with subsection (3), the Director may make the order. 2002, c. 30, Sched. A, s. 111 (4).

**Hearing**

(5) If the person requires a hearing in accordance with subsection (3), the Tribunal shall hold the hearing and may order the Director to make the proposed order or to refrain from making the proposed order or may make an order of its own in substitution for that of the Director. 2002, c. 30, Sched. A, s. 111 (5).

**Conditions**

(6) The Tribunal may attach such conditions to its order as it considers proper. 2002, c. 30, Sched. A, s. 111 (6).

**Parties**

(7) The Director and the person who has required the hearing and such other persons as the Tribunal may specify are parties to proceedings before the Tribunal under this section. 2002, c. 30, Sched. A, s. 111 (7).

**Order for immediate compliance**

**112. (1)** Despite section 111, the Director may make an order requiring immediate compliance with this Act if, in the Director's opinion, it is the public interest to do so and subject to subsection (2), such an order takes effect immediately. 2002, c. 30, Sched. A, s. 112 (1).

**Notice of order**

(2) If the Director makes an order for immediate compliance, he or she shall serve on the person named in the order a notice that includes the order and the written reasons for making it and the information required in a notice referred to in subsection 111 (3). 2002, c. 30, Sched. A, s. 112 (2).

**Hearing**

(3) When a person named in the order requires a hearing in accordance with the notice under subsection (2), the Tribunal shall hold the hearing and may confirm or set aside the order or exercise such other powers as may be exercised in a proceeding under section 111. 2002, c. 30, Sched. A, s. 112 (3).

**Expiration of order**

(4) If a hearing by the Tribunal is required,

- (a) the order expires 15 days after the written request for a hearing is received by the Tribunal; or
- (b) the Tribunal may extend the time of expiration until the hearing is concluded, if a hearing is commenced within the 15-day period referred to in clause (a). 2002, c. 30, Sched. A, s. 112 (4).

**Same**

(5) Despite subsection (4), if it is satisfied that the conduct of the person named in the order has delayed the commencement of the hearing, the Tribunal may extend the time of the expiration for the order,

- (a) until the hearing commences; and
- (b) once the hearing commences, until the hearing is concluded. 2002, c. 30, Sched. A, s. 112 (5).

**Parties**

(6) The Director and the person who has required the hearing and such other persons as the

Tribunal may specify are parties to proceedings before the Tribunal under this section. 2002, c. 30, Sched. A, s. 112 (6).

### **Appeal**

**113.** Even if, under section 11 of the *Licence Appeal Tribunal Act, 1999*, a party to a proceeding before the Tribunal appeals an order of the Tribunal made under section 111 or 112, the order takes effect immediately but the Tribunal may grant a stay until the disposition of the appeal. 2002, c. 30, Sched. A, s. 113.

### **Undertaking of voluntary compliance**

**114. (1)** At any time before all rights of appeal are exhausted or the time for appeals has expired without an appeal being commenced, any person against whom the Director has made or is considering making an order to comply under section 111 or 112 may enter into a written undertaking of voluntary compliance,

- (a) to not engage in the specified act after the date of the undertaking;
  - (b) to provide compensation to any consumer who has suffered a loss;
  - (c) to publicize the undertaking or the actions being undertaken as a result of the undertaking;
  - (d) to pay any cost incurred in investigating the person's activities, any legal costs incurred in relation to the person's activities and any cost associated with the undertakings; and
  - (e) to take any such action as the Director considers appropriate in the circumstances.
- 2002, c. 30, Sched. A, s. 114 (1).

### **Undertaking deemed order**

**(2)** When an undertaking of voluntary compliance is accepted by the Director, the undertaking has and shall be given for all purposes of this Act the force and effect of an order made by the Director. 2002, c. 30, Sched. A, s. 114 (2).

### **Security for any undertaking**

**(3)** The Director may require any person who is giving an undertaking of voluntary compliance to provide, in such manner and amount as the Director determines, security in the form of,

- (a) a personal bond accompanied by collateral security;
- (b) a bond of an insurer licensed under the *Insurance Act* to write surety and fidelity insurance;
- (c) a bond of a guarantor accompanied by collateral security; or
- (d) another prescribed form of security. 2002, c. 30, Sched. A, s. 114 (3).

### **Release of security**

**(4)** The bond and any collateral security required under subsection (3) shall not be released until the Director is satisfied that the person has fulfilled the undertaking. 2002, c. 30, Sched. A, s. 114 (4).

### **Restraining orders**

**115. (1)** If it appears to the Director that a person is not complying with this Act or the regulations or an order made under this Act, the Director may apply to the Superior Court of Justice for an order directing that person to comply and, upon the application, the court may

make such order as the court thinks fit. 2002, c. 30, Sched. A, s. 115 (1).

### **Same**

(2) Subsection (1) applies in addition to any other procedures that may be available to the Director, whether or not the Director has exercised his or her rights under such procedures. 2002, c. 30, Sched. A, s. 115 (2).

### **Appeal**

(3) An appeal lies to the Divisional Court from an order made under subsection (1). 2002, c. 30, Sched. A, s. 115 (3).

### **Offences**

**116. (1)** A person is guilty of an offence if the person,

(a) fails to comply with any order, direction or other requirement under this Act; or

(b) contravenes or fails to comply with,

- (i) in respect of Part II, Consumer Rights and Warranties, subsection 10 (1), section 12, subsections 13 (2) and (7) and subsections 13.1 (1) and (2),
- (ii) in respect of Part III, Unfair Practices, subsection 17 (1),
- (iii) in respect of Part IV, Rights and Obligations Respecting Specific Consumer Agreements, subsection 30 (2), clauses 33 (a) and (b), subsections 34 (1) and (2) and 36 (1),
- (iv) in respect of Part V, Sectors Where Advance Fee Prohibited, section 49, subsection 50 (1) and section 53,
- (v) in respect of Part VI, Repairs to Motor Vehicles and Other Goods, subsections 56 (1), 57 (1) and (3), 58 (1) and (2), section 60, subsections 61 (1) and (2) and sections 62 and 64,
- (vi) in respect of Part VII, Credit Agreements, section 71, subsections 72 (2) and 76 (2), section 77 and subsections 78 (1) and (2), 79 (1), 80 (1), (2), (3) and (5), 81 (1), (3), (5), (6) and (7) and 82 (1) and (2),
- (vii) in respect of Part VIII, Leasing, section 88 and subsection 89 (1), and
- (viii) in respect of Part IX, Procedures for Consumer Remedies, subsections 96 (1), 98 (2) and 99 (5). 2002, c. 30, Sched. A, s. 116 (1); 2004, c. 19, s. 7 (43); 2006, c. 34, s. 8 (12).

### **Same**

(2) A person who contravenes or fails to comply with a provision of a regulation made under this Act is guilty of an offence. 2002, c. 30, Sched. A, s. 116 (2).

### **Corporation**

(3) An officer or director of a corporation is guilty of an offence if he or she fails to take reasonable care to prevent the corporation from committing an offence mentioned in subsection (1) or (2). 2002, c. 30, Sched. A, s. 116 (3).

### **Attempt**

(4) Any person who attempts to commit any offence referred to in subsection (1) or (2) is guilty of an offence. 2002, c. 30, Sched. A, s. 116 (4).

## Penalties

(5) An individual who is convicted of an offence under this Act is liable to a fine of not more than \$50,000 or to imprisonment for a term of not more than two years less a day, or both, and a corporation that is convicted of an offence under this Act is liable to a fine of not more than \$250,000. 2002, c. 30, Sched. A, s. 116 (5).

## Limitation

(6) No proceeding under this section shall be commenced more than two years after the facts upon which the proceeding is based first came to the knowledge of the Director. 2002, c. 30, Sched. A, s. 116 (6).

## Orders for compensation, restitution

117. If a person is convicted of an offence under this Act, the court making the conviction may, in addition to any other penalty, order the person convicted to pay compensation or make restitution. 2002, c. 30, Sched. A, s. 117.

## Default in payment of fines

118. (1) If a fine payable as a result of a conviction for an offence under this Act is in default for at least 60 days, the Director may disclose to a consumer reporting agency the name of the defaulter, the amount of the fine and the date the fine went into default. 2002, c. 30, Sched. A, s. 118 (1).

## Where payment made

(2) Within 10 days after the Director has notice that the fine has been paid in full, the Director shall inform the consumer reporting agency of the payment. 2002, c. 30, Sched. A, s. 118 (2).

## Transition

(3) If a fine is payable as a result of a conviction under the *Business Practices Act*, the *Consumer Protection Act*, the *Loan Brokers Act, 1994*, the *Motor Vehicle Repair Act* or the *Prepaid Services Act* despite the repeal of the Act, the Director may treat the fine as if it is payable as a result of a conviction under this Act, and subsections (1) and (2) apply to such a fine in like manner as they apply to a fine payable for a conviction under this Act. 2002, c. 30, Sched. A, s. 118 (3).

## Liens and charges

119. (1) If a fine payable as a result of a conviction for an offence under this Act is in default for at least 60 days, the Director may by order create a lien against the property of the person who is liable to pay the fine. 2002, c. 30, Sched. A, s. 119 (1).

## Liens on personal property

- (2) If the lien created by the Director under subsection (1) relates to personal property,
- (a) the *Personal Property Security Act*, except Part V, applies with necessary modifications to the lien, despite clause 4 (1) (a) of that Act;
  - (b) the lien shall be deemed to be a security interest that has attached for the purposes of the *Personal Property Security Act*; and
  - (c) the Director may perfect the security interest referred to in clause (b) for the purposes of the *Personal Property Security Act* by the registration of a financing statement under that Act. 2002, c. 30, Sched. A, s. 119 (2).

## Liens and charges on real property

(3) If the lien created by the Director under subsection (1) relates to real property, the Director may register the lien against the property of the person liable to pay the fine in the proper land registry office and on registration, the obligation under the lien becomes a charge on the property. 2002, c. 30, Sched. A, s. 119 (3).

#### **Initiation of sale proceedings prohibited**

(4) The Director shall not initiate sale proceedings in respect of any real property against which he or she has registered a lien under subsection (3). 2002, c. 30, Sched. A, s. 119 (4).

#### **Proceeds of sale**

(5) If a lien is perfected by registration under subsection (2) or is registered against real property under subsection (3) and the related real or personal property is sold, the Director shall ensure the funds he or she receives as result of the sale are used to pay the fine. 2002, c. 30, Sched. A, s. 119 (5).

#### **Discharge of lien**

(6) Within 10 days after the Director has knowledge of the payment in full of the fine, the Director shall,

- (a) discharge the registration of any financing statement registered under clause (2) (c); and
- (b) register a discharge of a charge created on registration of a lien under subsection (3). 2002, c. 30, Sched. A, s. 119 (6).

#### **Confidentiality**

120. (1) A person who obtains information in the course of exercising a power or carrying out a duty related to the administration of this Act or the regulations shall preserve secrecy with respect to the information and shall not communicate the information to any person except,

- (a) as may be required in connection with a proceeding under this Act or in connection with the administration of this Act or the regulations;
- (b) to a ministry, department or agency of a government engaged in the administration of legislation that protects consumers or to any other entity to which the administration of legislation that protects consumers has been assigned;
- (b.1) as authorized under the *Regulatory Modernization Act, 2007*;
- (c) to a prescribed entity or organization, if the purpose of the communication is consumer protection;
- (d) to a law enforcement agency;
- (e) to his, her or its counsel; or
- (f) with the consent of the person to whom the information relates. 2004, c. 19, s. 7 (44); 2007, c. 4, s. 26.

#### **Testimony**

(2) Except in a proceeding under this Act, no person shall be required to give testimony in a civil proceeding with regard to information obtained in the course of exercising a power or carrying out a duty related to the administration of this Act or the regulations. 2004, c. 19, s. 7 (44).

#### **Service by the Director of notice or order**

**121. (1)** Any notice or order required to be given or served by the Director under this Act is sufficiently given or served if,

- (a) delivered personally;
- (b) sent by registered mail; or
- (c) sent by another manner if the Director can prove receipt of the notice or order. 2002, c. 30, Sched. A, s. 121 (1).

#### **Deemed service**

**(2)** Where service is made by registered mail, the service shall be deemed to be made on the third day after the day of mailing unless the person on whom service is being made establishes that the person did not, acting in good faith, through absence, accident, illness or other cause beyond the person's control, receive the notice or order until a later date. 2002, c. 30, Sched. A, s. 121 (2).

#### **Exception**

**(3)** Despite subsection (1), the Tribunal may order any other method of service. 2002, c. 30, Sched. A, s. 121 (3).

#### **Certificate as evidence**

**122. (1)** For all purposes in any proceeding, a statement purporting to be certified by the Director is, without proof of the office or signature of the Director, admissible in evidence as proof in the absence of evidence to the contrary, of the facts stated in it in relation to,

- (a) the filing or non-filing of any document or material required or permitted to be filed; or
- (b) the time when the facts upon which the proceedings are based first came to the knowledge of the Director. 2002, c. 30, Sched. A, s. 122 (1).

#### **Same**

**(2)** A statement purporting to be certified by an official acting under legislation that protects consumers in another jurisdiction, as prescribed, shall have the same force and effect as a certificate of the Director issued under subsection (1). 2002, c. 30, Sched. A, s. 122 (2).

#### **Proof of document**

**(3)** Any document made under this Act that purports to be signed by the Director or a certified copy of the document is admissible in evidence in any proceeding as proof, in the absence of evidence to the contrary, that the document is signed by the Director without proof of the office or signature of the Director. 2002, c. 30, Sched. A, s. 122 (3).

#### **Lieutenant Governor in Council regulations: general**

**123. (1)** The Lieutenant Governor in Council may make regulations,

- (a) prescribing anything in this Act that is referred to as being prescribed;
- (b) prescribing the form and content of consumer agreements, notices, invoices or any documents required under this Act;
- (c) exempting any supplier, consumer transaction, goods or services, any combination of any of them or any class of any of them from any provision of this Act or the regulations, and prescribing conditions or restrictions that apply in respect of an exemption;
- (d) governing trade-ins and trade-in arrangements made under consumer agreements or

arising from consumer agreements;

- (e) respecting what constitutes a material change in the periodic supply or ongoing supply of goods or services;
- (f) requiring suppliers to make returns and furnish information to the Director as is prescribed;
- (g) requiring information that is required or permitted to be furnished to the Director or that is contained in any form or return to be verified by affidavit;
- (h) governing the application of the *Electronic Commerce Act, 2000* or any part of that Act to this Act;
- (i) providing for any transitional matter necessary for the effective implementation of this Act or the regulations;
- (j) defining, for the purposes of this Act and the regulations, any word or expression that is used in this Act but not defined in this Act. 2002, c. 30, Sched. A, s. 123 (1); 2004, c. 19, s. 7 (45).

#### **Lieutenant Governor in Council regulations: Part I**

(2) The Lieutenant Governor in Council may make regulations,

- (a) prescribing a tribunal for the purposes of this Act;
- (b) prescribing professional services that are exempted from the application of this Act;
- (c) for the purposes of section 4, excluding the application of provisions of this Act or of the regulations to consumer agreements that meet the criteria of more than one type of agreement to which this Act applies. 2002, c. 30, Sched. A, s. 123 (2); 2004, c. 19, s. 7 (46).

#### **Lieutenant Governor in Council regulations: Part II**

(3) The Lieutenant Governor in Council may make regulations prescribing the period in which a supplier is to refund a payment to a consumer who has demanded a refund. 2002, c. 30, Sched. A, s. 123 (3).

#### **Lieutenant Governor in Council regulations: Part III**

(4) The Lieutenant Governor in Council may make regulations,

- (a) prescribing requirements for the notice to rescind an agreement or the notice to seek recovery under Part III;
- (b) prescribing the period in which to respond to a consumer who has given notice to rescind an agreement or notice to seek recovery. 2002, c. 30, Sched. A, s. 123 (4).

#### **Lieutenant Governor in Council regulations: Part IV**

(5) The Lieutenant Governor in Council may make regulations,

- (a) prescribing the total potential payment obligations, excluding the cost of borrowing, that must be exceeded for Part IV to apply to consumer agreements included in that Part;
- (b) prescribing the circumstances under which the effect of the cancellation of a consumer agreement to which Part IV applies and the obligations arising as a result of the cancellation of the agreement will be limited and prescribing the nature of the

limitations;

- (c) for consumer agreements to which Part IV applies, governing disclosure, contents of consumer agreements and requirements for making, renewing, amending or extending consumer agreements;
- (d) prescribing matters as being personal development services;
- (e) for the purposes of Part IV, governing future performance agreements including gift card agreements, and governing time share agreements, personal development services agreements, internet agreements, direct agreements and remote agreements;
- (f) imposing restrictions, including prohibiting expiry dates, on future performance agreements, including gift card agreements;
- (g) governing the fees, other than the payment under a future performance agreement, including a gift card agreement, for supplying goods or services under the agreement, that the supplier under the agreement may charge or is prohibited from charging to the consumer;
- (h) allowing the consumer under a future performance agreement, including a gift card agreement, to cancel the agreement if the supplier does not disclose the matters with respect to the agreement that the regulations specify and governing the cancellation of the agreement;
- (i) providing that any provision of the Act or the regulations applies to future performance agreements, including gift card agreements, with the modifications specified in the regulations. 2002, c. 30, Sched. A, s. 123 (5); 2004, c. 19, s. 7 (47); 2006, c. 34, s. 8 (13, 14).

#### **Lieutenant Governor in Council regulations: Part V**

(6) The Lieutenant Governor in Council may make regulations,

- (a) prescribing goods and services for the purposes of Part V;
- (b) prescribing conditions that must be met to permit payment for the supply of prescribed goods and services;
- (c) prescribing requirements for making an agreement to which Part V applies;
- (d) prescribing prohibited representations for the purposes of Part V;
- (e) for the purposes of Part V, governing consumer agreements for loan brokering, consumer agreements for credit repair and other consumer agreements to which Part V applies. 2002, c. 30, Sched. A, s. 123 (6); 2004, c. 19, s. 7 (48).

#### **Lieutenant Governor in Council regulations: Part VI**

(7) The Lieutenant Governor in Council may make regulations,

- (a) prescribing goods for the purposes of Part VI;
- (b) governing estimates for the purposes of Part VI, including prescribing requirements with which estimates must comply;
- (c) governing authorizations for the purposes of Part VI, including prescribing requirements that must be met in recording an authorization;
- (d) prescribing signs that a repairer must post, prescribing requirements for posting the

- signs and prescribing the contents of the signs and the manner in which the contents are to be presented;
- (e) governing invoices for the purposes of Part VI, including prescribing the information to be contained in an invoice and the manner in which the information is to be presented;
  - (f) prescribing the minimum warranty for new and reconditioned parts and for labour for the purposes of subsection 63 (1). 2002, c. 30, Sched. A, s. 123 (7); 2004, c. 19, s. 7 (49).

### **Lieutenant Governor in Council regulations: Part VII**

(8) The Lieutenant Governor in Council may make regulations,

- (a) prescribing what constitutes value received by a borrower under a credit agreement;
- (b) prescribing the manner in which to determine the annual percentage rate;
- (c) prescribing payments and repayments and charges that are not included in the cost of borrowing;
- (d) excluding types of consumer agreements from credit agreements;
- (e) prescribing requirements that must be met by an index for the index to qualify as a public index;
- (f) exempting obligations of a lender from application to a loan broker if the loan broker assists a consumer to obtain credit or a loan of money and the creditor is not in the business of extending credit or lending money;
- (g) prescribing requirements for correcting errors in statements of account issued under credit agreements for open credit;
- (h) for the purpose of subsection 76 (2), prescribing the manner of determining the portion to be refunded or credited to a borrower, in respect of each amount that forms part of the cost of borrowing, other than amounts paid on account of interest;
- (i) prescribing requirements for representations made in respect of credit agreements;
- (j) prescribing information that is to be included in a loan broker's statement to a borrower;
- (j.1) governing applications for credit cards;
- (k) governing disclosure statements under Part VII;
- (l) prescribing the information to be included in a statement of account for a credit agreement for open credit;
- (l.1) governing information and statements, other than disclosure statements under Part VII, that a lender must provide to a borrower;
- (m) prescribing whether or not a change is a material change;
- (n) prescribing the maximum liability of a borrower under a credit agreement for open credit in cases where the borrower has not authorized the charges imposed;
- (o) governing credit agreements for the purposes of Part VII. 2002, c. 30, Sched. A, s. 123 (8); 2004, c. 19, s. 7 (50-53).

**Lieutenant Governor in Council regulations: Part VIII**

- (9) The Lieutenant Governor in Council may make regulations,
- (a) in respect of representations made about the cost of a lease;
    - (a.1) prescribing the manner of determining the annual percentage rate in respect of a lease;
    - (b) governing disclosure statements under Part VIII, including requiring the disclosure of the annual percentage rate in respect of a lease and prescribing other information that the disclosure statement must disclose;
      - (b.1) prescribing and governing remedies that a consumer may exercise if the consumer does not receive a disclosure statement for a lease as required under subsection 89 (1) or if the disclosure statement received by the consumer does not comply with certain requirements of subsection 89 (2) or the regulations;
      - (b.2) governing leases for the purposes of Part VIII;
  - (c) prescribing the manner of determining the maximum liability of a lessee at the end of a term of a residual obligation lease;
  - (d) limiting the amount of compensation that a lessor may charge the lessee for termination of the lease before the end of the lease term. 2002, c. 30, Sched. A, s. 123 (9); 2004, c. 19, s. 7 (54-58).

**Lieutenant Governor in Council regulations: Part IX**

- (10) The Lieutenant Governor in Council may make regulations,
- (a) prescribing requirements for a consumer notice cancelling a consumer agreement or requesting a remedy from a supplier;
  - (b) governing obligations of suppliers and consumers arising as the result of the cancellation of a consumer agreement;
  - (c) for the purpose of subsections 98 (2) and (4), prescribing the period of time within which a supplier or other person must refund to a consumer a fee or an amount that was charged in contravention of this Act or a payment that was received in contravention of this Act;
  - (d) in respect of cancelling or reversing credit card charges;
  - (e) prescribing other payment systems for the purposes of section 99. 2002, c. 30, Sched. A, s. 123 (10); 2004, c. 19, s. 7 (59).

**Lieutenant Governor in Council regulations: Part X**

- (11) The Lieutenant Governor in Council may make regulations,
- (a) prescribing requirements for the public record that must be maintained by the Director and prescribing documents and information that must be kept in such a record;
  - (b) prescribing information that shall be published by the Director. 2002, c. 30, Sched. A, s. 123 (11).

**Lieutenant Governor in Council regulations: Part XI**

- (12) The Lieutenant Governor in Council may make regulations,
- (a) prescribing Acts under which the Ministry may receive complaints and make inquiries;

- (b) prescribing other jurisdictions from which statements may be certified;
- (c) prescribing forms of security;
- (d) prescribing entities or organizations to which confidential matters may be disclosed;
- (e) authorizing the Director to conduct quality assurance programs in relation to the administration of this Act or the regulations and to use information collected under this Act for the purposes of those programs. 2002, c. 30, Sched. A, s. 123 (12); 2004, c. 19, s. 7 (60).

**Retroactive**

[\(13\)](#) A regulation under this section may, if it so provides, be effective to a period before it is filed so long as that period commences no earlier than the day this section is proclaimed in force. 2002, c. 30, Sched. A, s. 123 (13).

**General or particular**

[\(14\)](#) A regulation under this section may be general or particular in its application. 2002, c. 30, Sched. A, s. 123 (14).

[124.](#) Omitted (provides for coming into force of provisions of this Act). 2002, c. 30, Sched. A, s. 124.

[125.](#) Omitted (enacts short title of this Act). 2002, c. 30, Sched. A, s. 125.

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