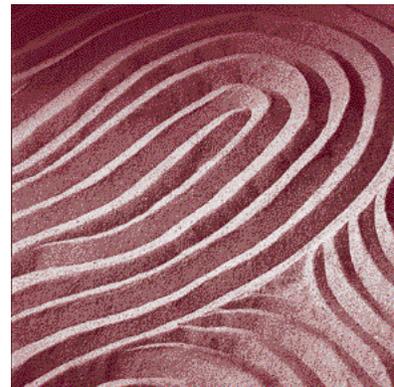


**JULY 30, 2005:**

**ARE YOU READY FOR THE  
ONTARIO CONSUMER  
PROTECTION ACT, 2002?**



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**JULY 30, 2005:**

**ARE YOU READY FOR THE ONTARIO *CONSUMER PROTECTION ACT*, 2002**

The new *Consumer Protection Act*, 2002, ("CPA") will come into force in Ontario on July 30, 2005. Clients who carry on business in Ontario, or sell, lease or finance products or services to consumers resident in Ontario, will need to know about the CPA and how to conform their contracts and business practices to meet the requirements of this new legislation.

A key goal of the new legislation is to ensure that no matter how a transaction involving goods or services is made with an Ontario consumer, whether in person, at a place of business, by catalogue, by telephone, at a trade show, in the person's own home or over the Internet, there will be standards in consumer disclosure, contract content and remedies.

All disclosures required by the CPA must be "clear, comprehensible and prominent" and delivered in a form that may be retained by the consumer. Any ambiguities will be interpreted in favour of the consumer.

Like the Alberta *Fair Trading Act* which has been in force since 2000 and the new British Columbia CPA, the new Ontario CPA repeals a number of prior statutes and consolidates them into one, consumer protection statute. The statutes that will be repealed include:

1. *Business Practices Act*;
2. the existing *Consumer Protection Act*;
3. *Consumer Protection Bureau Act*;
4. *Loan Brokers Act*;
5. *Motor Vehicle Repair Act*; and
6. *Prepaid Services Act*.

The balance of this information piece is to provide you with a general overview of the components of the new Ontario CPA. Specific advice is needed to assist each individual business to amend its forms and practices to meet the new legislation.

**1. WHO IS A "CONSUMER"?**

The CPA defines "consumer" to mean "an individual acting for personal, family or household purposes and does not include a person who is acting for business purposes". If you are selling to a corporation, it is clear that the new CPA will not apply.

However, this definition does not use the wording found in Alberta and British Columbia which provides that (a) the consumer is a person acting "primarily" for personal, family or household purposes; and (b) allows the business to rely upon a signed statement from the individual that he or she is or is not acting primarily for family purposes.

Consequently, in Ontario there will be a grey area where there is mixed personal and business use. For example, will the financier of a motor vehicle be able to determine whether the van is being acquired for use for the family or for use to deliver products by the sole proprietor, or both.

This will have an impact on some businesses as the remedies available to “consumers” are much more extensive than those available to business customers. For example, open ended residual lease obligations are capped for consumers, but not for business customers.

## **2. THE CPA APPLIES TO SERVICES**

The prior legislation in Ontario only applied to the sale of goods. The new legislation applies to the sale or financing of both goods and services to consumers.

## **3. ARE THERE EXCEPTED BUSINESSES WHO NEED NOT COMPLY?**

Section 2 of the new CPA provides that it does not apply in respect of: (i) transactions regulated under certain statutes, or (ii) services provided by certain professions regulated under other statutes in Ontario, or (iii) transactions for the purchase, sale or lease of real property, except for time shares. See Schedule “A” for a full description of the exceptions.

## **4. DISCLOSURE AND DELIVERY OF THE CONTRACT TO THE CONSUMER**

The Act requires that disclosure to the consumer must be “clear, comprehensible and prominent”. If your forms have “fine print” or terms or provisions that are difficult to comprehend, the contract will be construed in favour of the consumer.

In addition, a copy of any disclosure mandated by the Act must be delivered in a form which can be retained by the consumer. This means if you are selling over the Internet or by catalogue, you need to provide your contract terms and mandated statutory disclosures in a form and a process by which you can establish delivery occurred. For example, if you sell on the Internet, will you now proceed to put a paper copy of your contract terms and disclosures in the container shipping the product.

## **5. QUALITY OF SERVICES AND GOODS**

The Act deems that services supplied to a consumer must be of a “reasonably acceptable quality”. The warranties and conditions applying to the sale of goods pursuant to the Ontario *Sale of Goods Act* are deemed to be included in a contract for sale for goods and goods that are leased or otherwise traded or supplied under a consumer agreement.

## **6. UNFAIR BUSINESS PRACTICES AND MISLEADING ADVERTISING**

Part III of the CPA states that “no person shall engage in an unfair practice”.

Unfair practices are:

- (a) false, misleading or deceptive representations;
- (b) unconscionable representations; and

- (c) renegotiations of price.

Any agreement entered into by a consumer, whether written, oral or implied, while a person has engaged in such unfair practice may be rescinded by the consumer and the consumer is entitled to any remedy available in law, including damages. To rescind, a consumer must give notice, as prescribed by the CPA, within one (1) year after entering into such agreement.

Generally speaking, “false, misleading or deceptive representations” are representations made about goods or services being provided to consumers or about the person who is to supply the goods and services to consumers.

Examples of false, misleading or deceptive representations include:

- (a) a representation that 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;
- (b) a representation that the person who is to supply the goods or services has sponsorship, approval, status, affiliation or connection that the person does not have; and
- (c) a representation that a specific price advantage exists, if it does not.

Any person who makes false, misleading or deceptive representations in respect of a consumer transaction in an advertisement, circular, pamphlet or material published by any means may be ordered to cease making the representation and to retract the representation or publish a correction of equal prominence to the original publication.

To assist with determining what constitutes an “unconscionable representation” made to a consumer, the CPA sets out a number of factors that a person making representations to consumers or that person’s employer or principal, knows, or ought to know.

Examples of such factors that may be taken into consideration are:

- (a) there is no reasonable probability of payment of the obligation in full by the consumer;
- (b) the consumer is unable to receive a substantial benefit from the subject matter of the representation;
- (c) the consumer is unable to reasonably protect his or her interests because of disability, ignorance, illiteracy, inability to understanding the language of an agreement or similar factors; and
- (d) renegotiations of price by people who use their custody or control of the consumer’s goods to pressure the consumer into renegotiating the terms of a consumer transaction.

## **7. SPECIFIC TYPES OF CONTRACTS GOVERNED BY THE NEW CPA**

Part IV of the new CPA mandates certain terms, conditions and cooling off periods for six (6) types of agreements and each one is different.

### **7.1 Future Performance Agreements**

Future performance agreements are consumer agreements in respect of which delivery, performance, or payment in full is not made when the parties enter the agreement.

The current threshold amount of a consumer's total potential payment obligation under a future performance contract exceeds fifty dollars (\$50.00), below which the requirement of the Act will not apply. The Act's requirements also do not apply where the future performance character of the agreement arises only because of an open credit arrangement, or to future performance agreements entered into before July 30, 2005.

All future performance agreements must be in writing and must be delivered to the consumer.

Any provision in any future performance agreement, or in any incidental security agreement, that allows the supplier to acquire title to or possess any goods of the consumer is not enforceable.

Where the consumer has paid two-thirds or more of the payment obligations set out in the agreement, any provision in the agreement, or in any incidental security agreement, that allows the supplier to retake possession of or to resell the goods or services on default in payment by the consumer is also not enforceable, unless the supplier gets leave from the court to enforce it.

The consumer may cancel a future performance agreement at any time before delivery if:

- (a) the supplier does not make delivery or commence performance of its obligations within thirty days after the delivery date as specified in the agreement, or as otherwise agreed to in writing by the consumer; or
- (b) the supplier does not make delivery or commence performance of its obligations within thirty days after the date the agreement is entered into, if the delivery date or commencement date is not specified.

The consumer may also cancel a future performance agreement within one (1) year after the date the agreement is entered into if the consumer does not receive a copy of the agreement that meets the requirements of the new CPA and regulations.

The supplier is deemed to have delivered or commenced performance under a future performance agreement if delivery or commencement (a) was attempted but was refused by the consumer; or (b) was attempted but not made because no person was available to accept delivery or to enable commencement on the day the delivery or commencement was to take place.

## 7.2 Time Share Agreements

Time share agreements should incorporate provisions to deal with a purchaser's ability to rescind and/or cancel agreements and should also be reviewed to determine if the provisions in the agreement meet the prescribed requirements set out in the regulations to the CPA.

Every time share agreement must be in writing, delivered to the purchaser and contain the required information as set out in the regulations.

A purchaser who receives a written copy of the agreement may rescind the agreement within ten (10) days from receipt of the agreement and can cancel a time share agreement within one (1) year of the date of entry into the agreement if the purchaser does not receive a copy of the agreement that includes the required information set out in the regulations.

A purchaser can cancel a time share agreement where the vendor fails to meet its "delivery" date. Agreements should be drafted to contain provisions which clearly define the term "delivery" to ensure that agreements cannot be terminated for failure to deliver.

## 7.3 Personal Development Services

The new Act regulates contracts for personal development services. Personal development services include services for health and fitness, diet, modelling and talent (including photo shoots relating to modelling and talent), martial arts, sports, dance, and similar activities. Contracts respecting such services are subject to a ten (10) day cooling off period within which the consumer may cancel the contract for any reason and request a refund. The refund must be paid within fifteen (15) days of cancellation.

Fees for personal development service contracts must be payable monthly and the term of such contracts cannot exceed one year. Initiation fees cannot be more than twice the annual membership fees, and the total payments by instalment may not exceed the membership or initiation fees by more than twenty-five percent (25%). Any extension or renewal must be made by delivery of notice to the consumer in the form required at least thirty (30) days but no more than ninety (90) days prior to the expiry of the contract.

## 7.4 Direct Agreements

The new CPA amends the disclosure and cancellation requirements associated with the activities of direct selling companies. The term "direct sales contract" will be replaced by "direct agreements" which are consumer agreements negotiated or concluded in person at a place other than at the supplier's place of business, a market place, auction, trade fair, agricultural fair or exhibition. For example, door-to-door sales.

The requirements apply to direct agreements where a consumer's total potential payment obligations exceed fifty dollars (\$50.00).

The "cooling-off" period provided in the CPA allows a consumer to cancel a direct agreement, for no reason, at any time from the date of entering into the agreement until ten (10) days after receiving a written copy thereof. In addition, if the consumer is not provided with a copy of the

agreement that meets the specific requirements under the regulations, he or she may cancel the agreement within one year following the date of entering into the agreement.

All direct agreements must be signed by the consumer and the supplier and must contain specific information prescribed in the regulations. The regulations contain numerous disclosure requirements, including a fair and accurate description of the goods and services to be supplied, including technical requirements, if any, the total amount payable by the consumer under the agreement, the name and contact details of the supplier and consumer, the date and location where the agreement is entered into and any other restrictions, limitations and conditions that are imposed by the supplier.

The regulations also require that the agreement contain a specific statement concerning consumer's rights under the CPA. For direct sellers operating in more than one province or territory of Canada, it is important to note that the supplier may meet this disclosure of rights requirement by providing a statement that is required under the legislation of another Canadian jurisdiction if certain equivalency tests are met.

#### 7.5 Internet Agreements

The CPA provisions pertaining to internet agreements will apply to consumer agreements for goods or services of fifty dollars (\$50.00) or more, created by text based internet communications. The CPA requires suppliers to provide consumers with an opportunity to expressly accept, decline or correct errors before entering an internet agreement and to deliver a copy of the internet agreement in writing to the consumer within fifteen (15) days after the consumer enters into the agreement. The copy of the agreement can be transmitted electronically (by email for example), by fax, mail or any other manner that allows the supplier to prove that the consumer received a copy of it.

The internet agreement must include specific information such as how the supplier can be contacted by the consumer, a description of the goods, price of goods, shipping related charges, a description of any additional charges, the terms and methods of payment, delivery information, return, exchange and refund provisions.

A consumer has up to seven (7) days to cancel an internet agreement after they receive the agreement if the supplier fails to provide the prescribed information and up to thirty (30) days to cancel the agreement if the supplier fails to provide a copy of the agreement with the prescribed content.

#### 7.6 Remote Agreements

Remote agreements are consumer agreements entered into when the consumer and supplier are not together. For example, when the customer orders goods over the phone, a supplier must disclose the information and satisfy the other requirements detailed below to the consumer before the consumer enters into the agreement.

The supplier must also deliver a copy of the agreement, including all information detailed below, to the consumer, within one (1) year after the consumer enters into the agreement. For example, you could include the printed contract terms in the container with the goods when shipped.

The consumer may cancel a remote agreement:

- (a) at any time from the date the agreement is entered into until seven (7) days after the consumer receives a copy of the agreement, if the supplier fails to disclose the required information to the consumer; or
- (b) within one (1) year after the date the agreement is entered into if the supplier does not provide the consumer with a copy of the agreement in writing.

The disclosure requirements and the prescribed information may be made orally, in writing, or by referring the consumer to a pre-existing publication setting out the information.

### 7.7 Amending or Renewing Consumer Agreements

There are provisions in the CPA that deal with these types of agreements, and consumer agreements generally, when they are amended, renewed or extended. You may find that an agreement under the existing legislation may now be brought forward under the all the terms of the new CPA if you amend, extend or renew an existing contract.

### 7.8 Overlapping Types of Agreements

Where an agreement meets the criteria for more than one of these six (6) types of agreements, it must comply with the requirements for all of them, subject to certain exceptions in the regulations.

The regulations provide exceptions from some of these rules for goods and services delivered by licenced motor vehicle dealers, real estate and business brokers, travel agents and funeral directors,. These are parties regulated pursuant to the existing and pending new statutes referred to in section 13 of this document.

## 8. PROHIBITION ON ADVANCE FEES

Part V of the Act applies to those in the credit repair industry and to loan brokers who are prohibited from accepting a payment in advance of the consumer receiving the loan of money that the broker has assisted to arrange, or before the consumer receives a material improvement in his or her credit report or credit rating.

## 9. REPAIRS TO MOTOR VEHICLES AND OTHER GOODS

Part VI of the CPA applies to repairs to motor vehicles and “other goods”. Notwithstanding this inclusion of “other goods” in the heading of Part VI and in the definition of “repairer” which means “a supplier who works on or repairs vehicles or other prescribed goods”, Part VI appears to only apply to motor vehicles as no other “prescribed goods” have been designated in the CPA or the regulations at this time.

The CPA and the regulations largely repeat the existing law found in the current *Motor Vehicle Repair Act*:

- (a) repair shops cannot charge for work without giving the consumer an estimate. The only exception is where an estimate is offered, the consumer declines the estimate and authorizes a maximum amount and the final cost does not exceed the maximum amount;
- (b) if there is a fee associated with providing an estimate, this must be disclosed in advance and that fee cannot be charged if the work or repairs in question are authorized and carried out;
- (c) final charges for any work or repairs cannot be more than 10 per cent (10%) over the original estimate;
- (d) a repairer must offer to return to the consumer all parts removed in the course of work or repairs and return such parts to the consumer unless the consumer advises that they do not require their return;
- (e) a repairer of a vehicle is deemed to warrant all new or reconditioned parts installed and the labour required to install them for a minimum of ninety days (90) or five thousand (5,000) kilometres, whichever comes first;
- (f) a repairer who works on or repairs vehicles shall be required to post signs in the form prescribed by the regulations in respect of provision of written estimates, fees charged for estimates, how labour charges are calculated, commissions which will be received by a repairer for parts sold, an itemized list of all goods and services than parts, shop supplies and labour, for which the consumer may be charged (i.e. storage costs for a vehicle), and that consumers shall have the option to receive back parts removed in the course of work or repairs; and
- (g) the CPA and regulations also prescribe the information which must be contained in the invoice required to be provided to the consumer on completion of work or repairs.

Bill 190 had first reading on April 28, 2005 and if enacted, would revise the *Repair and Storage Liens Act* to conform it to the new CPA. If passed, the repairer or storer would not have lien at all if the terms of the new CPA are breached, and the amount of the lien is capped at the amount authorized by the consumer or the maximum the repairer is entitled to charge, being the estimated amount plus 10%.

## **10. COST OF CREDIT DISCLOSURE**

Part VII of the CPA applies to advances of fixed credit and floating rate credit whether by loan, credit card or under a conditional sale contract or other time purchase agreement. Very specific disclosure requirements are set out in the CPA and in the regulations and there are severe consequences for the failure to provide the necessary disclosure. The CPA also provides that under these credit agreements the consumer is permitted to prepay at any time without notice, bonus or penalty.

It is to be noted that credit cards governed by this legislation are those issued by provincially run businesses as opposed to those credit cards offered by banks which are regulated under the federal *Bank Act*.

Separately, there are for the first time cost disclosure requirements for leases of goods for a term of four (4) months or more. This is new to the law of Ontario. There are detailed disclosure requirements depending on whether it is a financing lease with option to purchase, or it is a true lease where the customer pays for the use of the machinery only, with either no obligations on the lessee for further payments at lease end (closed end leasing) or those that make the lessee responsible for a variation in the estimated residual price of the product at lease end (open end leasing). A lessor under an open end lease, called a “residual obligation lease”, is now capped as to the amount that it may collect from the consumer lessee, making these transactions more problematic for the lessor.

## **11. REMEDIES AVAILABLE TO CONSUMERS**

Note that in addition to complaints to the Ministry, class actions exist in Ontario making it very important for businesses to deal with customer complaints in a timely manner and in accordance with the remedies and rights set out in the CPA. The CPA allows a consumer the following remedies:

### **11.1 Right of Cancellation of Consumer Agreement**

A consumer is not bound by any consumer agreement that does not comply with the Act and regulations. Any notice that a consumer may be required to give when requesting a remedy may be expressed in any way and delivered by any means, so long as it indicates the consumer’s intention to seek that remedy and complies with any other requirements in the regulations.

When a consumer cancels an agreement, the supplier must refund any payment made and must return any good delivered in a trade-in arrangement or refund an amount equal to the trade-in allowance. The supplier must do this within fifteen (15) days. The consumer must return or permit any goods that came into its possession to be repossessed. The consumer is obligated to take reasonable care of the goods until the supplier destroys, returns, or repossesses, as the case may be, or after twenty one days from when notice was given. The consumer cannot be held to any other obligations to take care of the goods.

Cancellation takes effect when the consumer gives notice. When a consumer cancels an agreement in accordance with the Act, all of the following are cancelled as though 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;

- (e) all credit agreements and other payment instruments, including promissory notes;
- (f) extended arranged or facilitated by the person with whom the consumer reached the consumer agreement; or
- (g) otherwise related to the consumer agreement.

## 11.2 Refund for Unsolicited Goods or Services

When a consumer makes a payment for unsolicited goods or services (i.e. goods or services that are supplied to a consumer who did not request them), he is entitled to seek a refund or may commence action to recover the payment up to one year after the payment was made. When the supplier receives such a refund request, he must refund the payment within fifteen (15) days. If the above attempts fail, the consumer may commence an action to recover the payment in the Superior Court of Justice.

“Unsolicited goods or services” means:

- (a) goods or services that the recipient knew, or ought to have known, were intended for someone other than the recipient;
- (b) goods or services supplied under a written future performance agreement that provides for ongoing or periodic supply of good or services without future solicitation; and
- (c) a less than material change to the ongoing or periodic supply of goods or services.

However, a material change may convert an otherwise permissible request for payment into a prohibited request for payment for unsolicited goods or services. A change is considered to be material if it is reasonably expected to influence a reasonable person’s decision as to whether to enter into the agreement for the supply of good or services.

A request for goods or services cannot be inferred on the basis of payment, inaction or the passing of time. Hence, if a change is made to the goods or services provided to the consumer, it is not sufficient to assume that a lack of response means acceptance of the new terms. The supplier bears the burden of proof to show that the consumer requested or consented to the receipt of the goods or services either orally or in writing affirming his request or consent.

## 11.3 Refund for Illegal Payments

When the consumer has paid a fee or other payment that was charged or received by the supplier in contravention of the Act, he may demand a refund by giving notice within one year after making the payment. For example, a charge not properly disclosed in a consumer credit agreement would have to be refunded. The supplier must provide this refund within fifteen (15) days. This also applies to parties who are not suppliers, but who are prohibited from charging a consumer for providing assistance in obtaining any benefit, right or protection under the Act.

## 11.4 Rescission for Unfair Practices

When the supplier made a false, misleading or deceptive representation, made an unconscionable representation, or used custody or control of a consumer's goods to pressure the consumer into renegotiating the terms of a transaction, the consumer may rescind the agreement as if it never existed. However, if the goods cannot be returned or if rescission would deprive a third party of rights acquired in good faith and for value, rescission of is not possible. In that situation, the consumer is entitled to recover damages or the amount by which the consumer's payment exceeds the value that the goods or services have to the consumer, or both.

The consumer must give notice of an intention to rescind the agreement or to recover the payment within one year after entering the agreement. If the consumer does not receive a satisfactory response from supplier within thirty (30) days, the consumer may bring an action in the Superior Court of Justice.

Ordinarily, if the consumer is successful in the action, the court will order recovery of the full payment to which the consumer is entitled under the Act and recovery of any trade-in goods or allowance. The court may also order punitive damages. For the interests of justice a court may waive any requirement relating to notice that the consumer otherwise may have had to give to obtain a remedy.

#### 11.5 Credit Card Charge Back

This is a new remedy. When the consumer does not receive a response from the supplier or service provider who owes the consumer a refund, he may be entitled to recover the refunds from the credit card issuer for the card the payment was made. It is not permissible for the consumer to turn to the credit card issuer immediately; where the consumer cancels the agreement and the supplier has not provided the full refund, this remedy will be available to the consumer.

The consumer must request a cancellation of charges in writing to the credit card issuer within sixty (60) days after the date the refund was due. The request must be signed by the consumer, and must set out the name of the supplier from whom payment is owed. The request must also include the date of the agreement, the amount of the charge, a description of the transaction, explanation of the reason for the request, the date the agreement was cancelled or refund was demanded, and a description of how the consumer notified the supplier of the cancellation or demand for refund.

The credit card issuer has thirty (30) days in which to acknowledge the consumer's request. By the date of the second statement of account, the credit card issuer must investigate and either cancel or reverse the charge or explain to the consumer in writing why it believes the consumer is not entitled to a refund.

## **12. REMEDIES OF THE DIRECTOR AND THE MINISTER**

The CPA provides for extensive powers for search warrants, prosecutions for false, misleading or deceptive representations, compliance orders, restraining orders, fines for offences for convictions under the Act and liens and charges on assets for failure to pay the fines.

### 13. OTHER STATUTES TO COME

On July 30<sup>th</sup> a new *Travel Industry Act* will also be proclaimed in force in Ontario. This regulates providers of accommodation and travel services to Ontario consumers and replaces the existing legislation.

In addition, the following statutes now exist with regulations in draft. Further discussion is being had with stakeholders before the Ministry produces the final versions for proclamation:

1. *Motor Vehicle Dealer Act, 2002* (public comment period now closed);
2. *Real Estate and Business Brokers Act, 2002* (public comment period now closed); and
3. *Funeral, Burial, and Cremation Services Act, 2002*.

New regulations come into effect on July 30, 2005 pursuant to the existing *Motor Vehicle Dealer Act*, conforming the disclosure required for the financing of new and used vehicles to be those mandated by the new CPA.

### 14. SUMMARY

The foregoing is a tree-tops review of the provisions of the new Ontario CPA. Should you have specific questions on how your business needs to amend its forms or its practices to meet these standards, the following persons are available to assist you:

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## 15. OTHER PROVINCES

Alberta implemented its *Fair Trading Act* in 2000, and Ontario's new CPA follows many, but not all of its terms. British Columbia is implementing its new consumer protection legislation in stages, with part now in force, the telemarketing provisions coming into effect in October 2005 and the cost of credit rules on January first, 2006.

Quebec proclaimed its new consumer protection legislation in 1994, and has not indicated that it will follow the uniform cost of credit legislation template, as Alberta has done, and Ontario and BC are now doing.

Other provinces in Canada are in various stages of considering or drafting along the lines of BC, Alberta and Ontario.

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## SCHEDULE "A" - EXCEPTIONS TO THE CPA

The new CPA applies in respect of most consumer transactions if either a) the consumer or b) person engaging in the transaction with the consumer, is located in Ontario when the transaction takes place. However, the CPA does not apply in respect of,

1. The following transactions and services:
  - (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 *Mortgage Brokers Act* or the *Loan and Trust Corporations Act*; and
  - (d) consumer transactions regulated under the *Commodity Futures Act*.
2. Certain professional services that are regulated under these statutes of Ontario:
  - (a) the *Architects Act*;
  - (b) the *Certified General Accountants Association of Ontario Act, 1983*;
  - (c) the *Chartered Accountants Act, 1956*;
  - (d) the *Drugless Practitioners Act*;
  - (e) the *Law Society Act*;
  - (f) the *Ontario College of Teachers Act, 1996*;
  - (g) the *Professional Engineers Act*;
  - (h) the *Professional Foresters Act, 2000*;
  - (i) the *Professional Geoscientists Act, 2000*;
  - (j) the *Public Accountancy Act*;
  - (k) the *Regulated Health Professions Act, 1991* and any Act named in Schedule 1 to the *Regulated Health Professions Act, 1991*;
  - (l) the *Social Work and Social Service Work Act, 1998*;
  - (m) the *Society of Management Accountants of Ontario Act, 1941*;
  - (n) the *Surveyors Act*; and
  - (o) the *Veterinarians Act*.

3. Professional services provided at any of the following facilities:
  - (a) an institution under the *Mental Hospitals Act*;
  - (b) a hospital under the *Public Hospitals Act*;
  - (c) a pharmacy under Part VI of the *Drug and Pharmacies Regulation Act*; and
  - (d) any independent health facility pursuant to a licence issued under the *Independent Health Facilities Act*.
4. Certain real estate transactions:
  - (a) consumer transactions for the purchase, sale or lease of real property, except transactions with respect to time share agreements; and
  - (b) consumer transactions regulated under the *Tenant Protection Act, 1997*.
5. Utility transactions:
  - (a) the CPA also does not apply to the supply of a public utility or to any charge for the transmission, distribution or storage of gas if the charge has been approved by the Ontario Energy Board; and
  - (b) the CPA does apply to a transaction with a gas marketer who is a supplier and a transaction with a retailer of electricity who is a supplier.