
DIRECTOR'S ORDER UNDER SECTION 157

OF THE *FAIR TRADING ACT*

TO

ROAD RUNNER RENOVATIONS

AND TO

RODNEY CARR AND DIANA CARR

AND TO

**ANY EMPLOYEE, REPRESENTATIVE, AGENT OR ASSOCIATE OF
ROAD RUNNER RENOVATIONS AND/OR RODNEY CARR AND/OR DIANA CARR**

This Director's Order was issued under s. 157(1) of the *Fair Trading Act* in response to, in the opinion of the Director, contraventions of the Act. As mandated by s. 157.1(1) of the *Fair Trading Act*, this Director's Order is part of the public record.

Albertans who have questions or concerns about this business are encouraged to contact the Service Alberta Consumer Contact Centre at 1-877-427-4088.

For more information on the *Fair Trading Act*, business licensing in Alberta or to search for a licensed business, please click here:

[Search for a Licensed Business, Charity or Fundraiser](#)

To view a tipsheet on this business licence category, please click here:

[Tipsheets](#)



Consumer Programs

3rd Floor, Commerce Place
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Background and Issues

On or about August 24, 2015, Rodney Carr operating as Road Runner Renovations solicited, negotiated or concluded in person a residential renovation contract with a consumer at their residence. This contract was for the supply and install of new flooring in the basement of the consumer's home totalling \$1,831.00. Rodney Carr either personally or through Road Runner Renovations accepted a deposit/progress payment during this contract before all the goods or services called for in the contract was provided. No written contract was provided to the consumer by Rodney Carr or Road Runner Renovations.

On or about October 10, 2015, Rodney Carr returned to the consumer's residence and (operating as Road Runner Renovations) solicited, negotiated or concluded in person a residential renovation contract with the consumer. This contract was for various renovations to the consumer's home totalling \$13,200 for labour. Rodney Carr either personally or through Road Runner Renovations accepted a deposit/progress payment during this contract before all the goods or services called for in the contract was provided. No written contract was provided to the consumer by Rodney Carr or Road Runner Renovations.

The activity of soliciting, negotiating or concluding a contract in a location other than their normal place of business and accepting a deposit or prepayment prior to completion of the project constitutes a "**Prepaid Contracting Business**". This requires Road Runner Renovations or Rodney Carr to be licensed as required under Section 104(1) of the *Fair Trading Act*.

A "Prepaid Contracting Business" means the activities of soliciting, negotiating or concluding in person, at any place other than the seller's place of business, a prepaid contract.

A "Prepaid Contract" means a construction or maintenance contract in which all or part of the contract price is to be paid before all of the goods or services called for in the contract are provided.

A "Construction or Maintenance Contract" in part means a contract for the purposes of constructing, altering, maintaining, repairing, adding to or improving a person's own private dwelling or a structure/building located on the same property, used in conjunction with the person's own private dwelling or improving real estate property to be used in connection with the person's own private dwelling/building/structure.

ORDER

Road Runner Renovations through any employee, representative, agent, or associate must immediately:

- stop engaging in the activities of a "Prepaid Contracting Business" by soliciting, negotiating, or concluding in person, at any place other than the seller's place of business, a prepaid contract;
- cease taking down payments, progress payments, deposits or any other monies prior to completion of the project in its totality unless the licensing requirements have been met;
- ensure that all prepaid contracts are in writing and include the terms required by the Prepaid Contracting Business Licensing Regulation and *Fair Trading Act* and provide a copy of the signed contract to the consumer.

Rodney Carr and/or Diana Carr, individually or through any employee, representative, agent, or associate must immediately:

- stop engaging in the activities of a "Prepaid Contracting Business" by soliciting, negotiating, or concluding in person, at any place other than the seller's place of business, a prepaid contract;
- cease taking down payments, progress payments, deposits or any other monies prior to completion of the project in its totality unless the licensing requirements have been met;
- ensure that all prepaid contracts are in writing and include the terms required by the Prepaid Contracting Business Licensing Regulation and *Fair Trading Act* and provide a copy of the signed contract to the consumer.

NON COMPLIANCE WITH ORDER

- **ANY PERSON WHO FAILS TO COMPLY WITH AN ORDER OF THE DIRECTOR UNDER SECTION 157 OF THE *FAIR TRADING ACT* CONTRAVENES THIS ACT AND IS GUILTY OF AN OFFENCE AND MAY BE PROSECUTED PURSUANT TO SECTION 163 OF THE *FAIR TRADING ACT*.**



Scott Hood
Director of Fair Trading (as delegated)
April 25, 2016