
DIRECTOR'S ORDER UNDER SECTION 157

OF THE *FAIR TRADING ACT*

TO

B WISE CONTRACTORS 2012 LTD. AND ITS DIRECTOR PETER URKOW

AND

**AND ANY EMPLOYEE, REPRESENTATIVE, OR AGENT OF B WISE
CONTRACTING 2012 LTD.**

AND

RICK LACASSE

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](#)

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ISSUE

On or about June 14th 2017, Rick Lacasse, an employee representing B Wise Contractors 2012 Ltd., entered into a contract with Edmonton-area consumers to provide and construct a sunroom on the consumer's residence. The contract entered into was negotiated and concluded in the consumer's home and included confirmation that a deposit, in the amount of \$4,095.00 was paid by the consumer to B Wise Contracting 2012 Ltd. at that time. The deposit was paid via cheque to Mr. Lacasse.

The contract used by Mr. Lacasse and B Wise Contracting 2012 Ltd. does not meet the legislated requirements under s. 10(2) of the Prepaid Contracting Business Licensing Regulation, as it does not contain all of the requirements set out under section 35 of the *Fair Trading Act*. The contract is missing the following elements: the statement of cancellation, the itemized prices of goods or services or both, the terms of payment and the signature of the consumer.

On August 28th, 2017 the consumers sent a cancellation letter to B Wise Contracting 2012 Ltd. via fax. The fax was confirmed to have been sent and received successfully.

To date, the sunroom has not been installed on the consumer's home, nor have any materials been delivered to the consumer's residence. More than 15 days has passed since the cancellation was sent to B Wise Contracting 2012 Ltd. however a refund has not been provided.

LEGISLATION

The activity of soliciting, negotiating or concluding a contract in person, at a location other than their normal place of business, for a construction or maintenance contract and accepting a deposit or prepayment prior to the completion of the project constitutes a "Prepaid Contracting Business".

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 and 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.

Section 31(2) of the *Fair Trading Act* states "within 15 days after a direct sales contract is cancelled, the supplier must refund to the consumer all money paid by the consumer and return to the consumer's premises any trade-in or an amount equal to the trade-in allowance.

Section 35 of the *Fair Trading Act* states "A written direct sales contract must include:

- (a) the consumer's name and address;
- (b) the supplier's name, business address, telephone number and, where applicable, fax number;
- (c) where applicable, the salesperson's name;
- (d) the date and place at which the direct sales contract is entered into;
- (e) a description of the goods or services, sufficient to identify them;
- (f) a statement of cancellation rights that conforms with the requirements set out in the regulations;
- (g) the itemized price of the goods or services, or both;
- (h) the total amount of the direct sales contract;
- (i) the terms of payment;
- (j) in the case of a sales contract for the future delivery of goods, future provision of services or future delivery of goods together with services, the delivery date for the goods or commencement date for the services, or both;
- (k) in the case of a sales contract for the future provision of services or the delivery of goods together with services, the completion date for providing the services or the goods together with services;
- (l) where credit is extended,
 - i. a statement of any security taken for payment, and
 - ii. the disclosure statement required under Part 9;
- (m) where there is a trade-in arrangement, a description of and the value of the trade-in;
- (n) the signatures of the consumer and the supplier.

Section 10(2)(a) of the Prepaid Contracting Business Licensing Regulation states that "A person who is engaged in the prepaid contracting business must ensure that every prepaid contract that the person enters into complies with the requirements of section 35 of the Act."

ORDER

B Wise Contractors 2012 Ltd. and its Director, Peter Urkow, through any employee, representative, agent or associate must immediately:

- Ensure that all prepaid contracts comply with s. 35 of the *Fair Trading Act* as per section 10(2) of the Prepaid Business Contracting Licensing Regulation.
- Ensure that section 31(2) of the *Fair Trading Act* is complied with and therefore, within 15 days after a direct sales contract is cancelled, refund all money paid by the consumer

Mr. Rick Lacasse, individually, as an agent, representative or employee of B Wise Contracting., must immediately:

- Ensure that all prepaid contracts are properly completed and comply with s. 35 of the *Fair Trading Act* as per section 10(2) of the Prepaid Business Contracting Licensing Regulation.

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*.



Deborah Wagar
Director of Fair Trading (as delegated)
December 13, 2017