

DIRECTOR'S ORDER UNDER SECTION 157 OF THE CONSUMER PROTECTION ACT
(formerly the FAIR TRADING ACT)

TO

CHRIS TREMISEAUX O/A TRISPECT HOME MAINTENANCE AND UPGRADES

AND

ANY EMPLOYEE, REPRESENTATIVE, OR AGENT OF CHRIS TREMISEAUX OR

HOME MAINTENANCE AND UPGRADES

ISSUE

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

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**DIRECTOR'S ORDER UNDER SECTION 157 OF THE CONSUMER PROTECTION
ACT (formerly the Fair Trading Act)**

TO

CHRIS TREMISEAUX O/A TRISPECT HOME MAINTENANCE AND UPGRADES

AND

**ANY EMPLOYEE, REPRESENTATIVE, OR AGENT OF CHRIS TREMISEAUX OR
TRIPSECT**

HOME MAINTENANCE AND UPGRADES

ISSUE

On or about April 17, 2017, Chris Tremiseaux, operating as Trispect Home Maintenance and Upgrades and an employee identified as Andre Munro, attended an Edmonton-area consumer's home to negotiate and provide an estimate for an extension on the consumer's home. Chris Tremiseaux then returned to the consumer's home on April 21, 2017 at which time a construction and maintenance contract was entered into, in the amount of \$30,600.00. Chris Tremiseaux requested and was paid a deposit on April 21, 2017 in the amount of \$10,200.00. The deposit was paid via cheque, by the consumer's father, to "Trispect Home Maintenance & Upgrade". The receipt stated that the deposit was paid in cash.

The work on the extension began on June 28, 2017.

A second progress payment was paid on July 12, 2017 via cheque, in the amount of \$10,200, by the consumer to "Trispect".

The construction and maintenance contract was entered into in the consumer's home and a deposit was requested and paid to Chris Tremiseaux, operating as, Trispect Home Maintenance and Upgrades. Chris Tremiseaux, operating as, Trispect Home Maintenance and Upgrades was not licensed under section 104(1) of the *Consumer Protection Act*, (formerly the *Fair Trading Act*) as a Prepaid Contracting Business at that time.

The prepaid contract used by Chris Tremiseaux and Trispect Home Maintenance and Upgrades does not contain 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 *Consumer Protection Act*. The contract is missing the following elements: the business telephone number, the sales person's name, a description of the goods or services sufficient to identify them, an itemized price of goods/services, the delivery or commencement dates, a completion date, and the statement of cancellation rights.

On October 12, 2017 the consumer sent a cancellation letter to Trispect Home Maintenance and Upgrades via registered mail. The registered mail was confirmed to have been delivered on October 16, 2017. That letter clearly articulated the consumer intent to cancel.

To date, the work identified in the construction and maintenance contract has not been completed. Additionally, more than 15 days has passed since the cancellation was sent to Trispect Home Maintenance and Upgrades, however a refund has not been provided.

Chris Tremiseaux discussed the requisite licensing requirements with the Consumer Investigation Unit Investigator during the course of the investigation. To date, no application for licensing has been made.

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 *Consumer Protection 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 *Consumer Protection 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."

Section 104(1) of the *Consumer Protection Act* states "No person may engage in a designated business unless the person holds a licence under this Act that authorizes the person to engage in that business".

ORDER

Chris Tremiseaux, operating as Trispect Home Maintenance and Upgrades, through any employee, representative, agent or associate must immediately:

- Cease entering into prepaid contracts (accepting down payments, deposits or progress payments before the work is fully completed on contracts solicited, negotiated or concluded in person away from the company's place of business) with residential consumers until the licensing requirements under section 104(1) of the *Consumer Protection Act* have been met;
- Ensure that all prepaid contracts comply with s. 35 of the *Consumer Protection Act* as per section 10(2) of the Prepaid Business Contracting Licensing Regulation; and

- Ensure that section 31(2) of the *Consumer Protection Act* is complied with and therefore, within 15 days after a direct sales contract is cancelled, refund all money paid by the consumer

NON COMPLIANCE WITH ORDER

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



Deborah Wagar
Director of Fair Trading (as delegated)
February 28, 2018