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**DIRECTOR'S ORDER UNDER SECTION 157**

**OF THE *FAIR TRADING ACT***

**TO**

**WALTER GLEN SWEENEY AND LUCAS DON SILLITO**

**AND TO**

**ANY EMPLOYEE, REPRESENTATIVE, OR AGENT OF WALTER GLEN SWEENEY  
OR LUCAS DON SILLITO**

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**

In October of 2014, Alberta consumers hired contractor "Walter" to do flood restoration to their basement.

The consumers found the contractor on an advertisement found in the newspaper classified ads. The contractor was only identified by his first name of Walt which appeared in the ad. The scope of the work included tearing out the water damaged areas of the basement and re-constructing it. This included, breaking out small areas of concrete in the floor to install new teleposts, frame and drywall the walls, along with mudding and taping the drywall so it was ready for paint. The total amount of the contract was \$24,500.00. Despite the consumer being given a contract by Walt, it was never signed by either party. The contract was agreed to verbally and the work commenced despite the contract not being signed.

The consumers met with Walt sometime in early August of 2014 (approx.) and work commenced in the first part of September of 2014 (approx.). Walt requested and received two prepayments from the consumer totalling \$9,000.00.

Due to delays and quality concerns by the consumer, the relationship between the two parties deteriorated to the point where Walt stopped showing up to work on the project and eventually ceased all contact with the consumer sometime around the first week of December, 2014. As the consumer was never supplied with any contact information other than a cell phone number and a business card supplied by Walt, the consumer had no way to contact Walt other than a cell phone number. As such, the consumer was unable to cancel the contract and request a refund.

The scope of work was negotiated and agreed to at the consumers' daughter's residence where the work was to be done. Some negotiation of price took place at a local Tim Horton's location and was ultimately agreed to in person by the consumer upon being presented with a written quote/contract from Mr. Sweeney at the daughters' residence. Although the contract was not signed by either party, it was verbally agreed to and sealed with a hand shake between Walter Sweeney and the consumer at the consumer's daughter's residence.

This activity constitutes a "prepaid contracting business" requiring a person or business to be licensed 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 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**

- It is ordered that Walter Glen Sweeney and Lucas Don Sillito, either in his own capacity or when acting on behalf of or any other corporation which he represents or in which he has an interest, or any employee, representative, agent or associate must immediately
  - cease 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 until licensing has been obtained;
  - 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)  
September 23, 2016