

**IN THE MATTER OF
THE FAIR TRADING ACT**

THIS UNDERTAKING is made pursuant to Section 152 of the Fair Trading Act.

BY:

Roger Riopel, operating as RR Interior & Exterior Finishing
46 Grandora Crescent
Edmonton, Alberta
in the City of St. Albert in the Province of Alberta,

(hereinafter called the "**Supplier**")

TO:

The **DIRECTOR OF FAIR TRADING,**

(hereinafter called the "**Director**")

WHEREAS:

- (A) The Supplier acknowledges on or about March 18, 2006 he entered into a prepaid contract with _____, for bathroom renovations to their home in Edmonton, Alberta without being the holder of a prepaid contracting business licence. A deposit of \$1535.56 was requested and accepted by the Supplier on the same date. The work had not commenced.
- (B) The Supplier acknowledges that the prepaid contract did not comply with the contract requirements as set out in Section 10 of the Prepaid Contracting Business Licensing Regulation.
- (C) The Supplier acknowledges that he misled the consumer in his abilities to complete the renovations to an industry standard. He had little experience in bathroom renovations of the nature of this contract.
- (D) The Supplier acknowledges that he failed to refund to _____ within 15 days of their sending a registered letter May 3, 2006 thereby exercising legislated cancellation rights.

The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (A), (B), (C) and (D) herein constitute breaches of the *Fair Trading Act*.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges that he has failed to comply with the licensing and trade practices provisions of the *Fair Trading Act* and undertakes to the Director that this Supplier will not, at any time hereafter, engage in or allow acts or practices similar to those described in recitals (A), (B), (C), and (D) contrary to the *Fair Trading Act* s. 104(1), the FTA Prepaid Contracting Business Licensing Regulation s. 10(2) (a) and (b), *FTA* s. 6(4)(a) and *FTA* s. 31(2).
2. The Supplier states he has ceased taking deposits and will ensure that in all capacities, he will take deposits or prepayments only if he acquires a prepaid contractor's licence.
3. The supplier will, to the best of his ability, engage only in contracting work where he feels fully competent to meet expected industry standards.
4. The Supplier will ensure he is acquainted with the requirements of the *Fair Trading Act*, especially licensing, contract requirements and unfair trade practices provisions.
5. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
 - (a) terminated by the Director or varied with the consent of the Supplier;
 - (b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - (c) terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair; however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
6. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the *Fair Trading Act* as he may consider necessary.
7. The Supplier will pay restitution to the consumers in the sum of Six Hundred Dollars (\$600.00) in the form of a certified cheque or money order made payable to . Restitution represents the difference between the \$1535.56 paid less the value of the acceptable work in place as appraised by an independent inspector. Such payment shall be made forthwith at the time of the signing of this Undertaking.

- 8. The Supplier will give to the Director, a payment in favour of the Minister of Finance of Alberta in the sum of Three Hundred Dollars (\$300.00), an amount that represents a portion of the costs associated with investigating this matter. Such payment shall be made forthwith at the time of the signing of this Undertaking.
- 9. The Supplier acknowledges that he was advised by Alberta Government Services, and is aware that he is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that he is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the 7 day of July, 2006, signed this document.

Roger Riopel o/a RR Interior and Exterior Finishing

Roger J. Riopel

Roger Riopel

ACCEPTED by the Director of Fair Trading this 13th day of July, 2006.

Scott Hood

Scott Hood
DIRECTOR OF FAIR TRADING (as delegated)
Province of Alberta