

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

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

BY: **Marcel Patenaude**
o/a Alpine Home Improvements and Eavestrouthing
and McLeod's Contracting
36 Braemar Glen Road SW
In the City of Calgary, in the Province of Alberta

(hereinafter called the "Supplier")

TO: **The DIRECTOR OF FAIR TRADING**

(hereinafter called the "Director")

WHEREAS:

- (A) The Supplier carries on business of prepaid home renovation contracting in the Province of Alberta.
- (B) During the period between January, 2001 and March, 2001, the Supplier, through his agent, sold home renovation contracts to Carstairs, of Carstairs, of Fort Macleod and of Fort Macleod. All work was for a chimney venting or liner system which was not needed, and that was grossly overpriced. In addition, misrepresentations were made to consumers to secure the contract. The Supplier acknowledges that the conduct of the salesperson, was contrary to the Fair Trading Act.
- (C) The Director asserts that he has reason to believe that the acts and practices of the Supplier described in recital (B) constitute breaches of the Fair Trading Act.

- (D) The Director acknowledges that the salesperson, Michael James Williams, on May 29, 2002, plead guilty in the Provincial Court to five breaches of the Fair Trading Act, in regards to these and other consumer transactions **and has been ordered to pay restitution.**

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

- 1) The Supplier acknowledges and admits that it has failed to comply with the Fair Trading Act and undertakes to the Director that he will not knowingly nor intentionally, at any time hereafter the date of execution of the present Undertaking, engage in acts or practices similar to those described in recital (B) and section 6 of the Fair Trading Act.
- 2) The Supplier will, to the best of his ability, ensure that all employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act, especially as it pertains to Part 2, Division 1 – Unfair Practices.
- 3) The Supplier will pay to the Director, **in trust** the sum of \$1000; an amount that represents a portion of the costs associated with investigating this matter. Such payment to be made within 10 days from the date of this Undertaking.
- 4) 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;
 - 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 the termination or variance.
- 5) The Supplier acknowledges that the Director may, upon breach by the Supplier of any terms of the Undertaking, institute proceedings and take such action under the Fair Trading Act as he may consider necessary.

IN WITNESS WHEREOF the Supplier, has on the _____ day of July, 2002,
caused its common seal to be hereunto affixed and attested by the signatures of
its proper officers duly authorized in that behalf.

**MARCEL PATENAUDE o/a ALPINE HOME
IMPROVEMENTS AND EAVESTROUGHING
And McLEOD'S CONTRACTING**



Per: _____

Marcel Patenaude

ACCEPTED by the Director of Fair Trading this ²⁸ day of ~~July~~, 2002

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Mr. Rob Phillips
Director of Fair Trading – Province of Alberta