

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

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

BY:

Mark Grant
Owner / Operator - M. G. Renos
1732 Valleyview Road NE
In the City of Calgary, in the Province of Alberta,

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

TO:

The **DIRECTOR OF FAIR TRADING** (as delegated),

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

WHEREAS:

- (A) The Supplier is not licensed to operate a prepaid contracting business in the Province of Alberta.
- (B) The Supplier did enter into a prepaid contract with a consumer, who resides in the City of Calgary, Province of Alberta.
- (C) The Supplier did solicit, negotiate or conclude in person a construction, renovation or maintenance contract **and** did take a deposit from a consumer at a place other than the Suppliers' normal place of business.
- (D) The Supplier acknowledges that in the ordinary course of business, while unlicensed, he did enter into a contract with _____, a resident of Alberta. The contract was concluded in May, 2010, and a deposit was offered. The Supplier accepted the deposit in the amount of \$2,500.00 on May 07th, 2010, from _____ before the work was completed, contrary to Section 104(1) of the Fair Trading Act.
- (E) The Supplier acknowledges that on May 7th, 2010, he entered into a direct sales contract with _____, a resident of Alberta. The contract utilized by the Supplier did not comply with Section 35 of the Fair Trading Act in that it did not include a statement of cancellation rights. The contract did not include a commencement or completion date that conforms to the requirements set out in Section 10 of the Prepaid Contracting Business Licensing Regulation contrary to Section 162(1) of the Fair Trading Act.
- (F) The Supplier acknowledges that on September 30th, 2010, he accepted and signed for a cancellation letter sent via courier from the consumer, _____. This letter requested that the contract be cancelled and subsequent \$2,500.00 deposit be returned to her. These rights were exercised by the consumer who sought refund. No refund was ever offered and the request was not responded to, contrary to Section 31(2) of the *Fair Trading Act*.
- (G) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (D) (E) and (F) constitute breaches of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:


1. The Supplier acknowledges and admits that it has failed to comply with the Licensing and referred provisions of the *Fair Trading Act* and undertakes to the Director that this Supplier will not, at any time hereafter, engage in acts or practices similar to those described in recitals (D)(E) and (F).
2. The Supplier will ensure in all capacities, either in his name, a trade name, corporation, or a partnership, or in his capacities as an employee, declarants of the trade names, directors shareholders of a corporation or as agents for another, or parents or subsidiaries of another corporation they will not take deposits or progress payments on construction, renovation, or maintenance contract in Alberta unless licensed as a prepaid contracting business under the *Fair Trading Act*.
3. The Supplier will not permit any representative, employee, agent or partner to carry on or engage in the taking of deposits or progress payments on construction, renovation, or maintenance contract in Alberta unless licensed as a prepaid contracting business under the Fair Trading Act.
4. The Supplier will, to the best of its ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act, especially as it pertains to prepaid licensing and contract requirements and unfair practices.
5. It is understood that the Supplier has:
 - a. ceased taking deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work;
 - b. instructed his representatives, employees, or partners not to take deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work;
 - c. acquainted himself and any of his representatives, employees, or partners regarding the prepaid contracting business licensing and contract requirements and unfair practices outlined in the Fair Trading Act.
6. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
 - a. termination 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 Undertaking; or 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.

- 7. 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.
- 8. The Supplier acknowledges that they were advised by Service Alberta, and is aware that they are entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that they are entering into this Undertaking voluntarily.
- 9. The Supplier will pay to . . . the sum of \$2,500.00 to be paid in five (5) monthly installments of \$500.00 dollars each, commencing on or before February 15th, 2011 and ending June 15th, 2011. Each payment will occur on or before the 15th of each month.
- 10. It is understood that the terms of this Undertaking shall be maintained as a public record pursuant to Section 152(3) of the Fair Trading Act.


IN WITNESS WHEREOF the Supplier, has on the *09* day of *FEBRUARY*, 2011 caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

**Mark Grant
M.G. Renos
1732 Valleyview Road NE
Calgary, Alberta T2E 6E9**

PER: 

 Mark Grant

ACCEPTED by the Director of Fair Trading this *15* day of *February*, 2011.



DIRECTOR OF FAIR TRADING (*as delegated*)