

## **DECISION OF THE DIRECTOR**

---

In the Matter of:        *Business Practices and Consumer Protection Act [SBC 2004] c. 2, and  
Home Inspector Licensing Regulation*

Respondent:             Paul Friesen

Licence Number:        64863

Case Number:          30274

Adjudicator:            Shahid Noorani

Decision Issued:        January 11, 2021

### **INTRODUCTION**

Consumer Protection BC administers the *Business Practices and Consumer Protection Act (Act)* and the *Home Inspector Licensing Regulation (Regulation)*. Paul Friesen is engaged in the occupation of home inspection through I Find It Inspections Inc. A Consumer Protection BC home inspector licence has been issued to Friesen. For clarity it is Friesen that is the licensee.

On January 6<sup>th</sup>, 2020 Consumer Protection BC conducted an inspection. On June 22<sup>nd</sup> an inspector issued a Report to the Director (Report) alleging that the respondent had failed to ensure that home inspection contracts and home inspection reports contained certain required information, and that the respondent had supplied false or misleading information to the inspector.

If the alleged contraventions of the Act and Regulation occurred, Consumer Protection BC is authorized to order the respondent to take actions to correct its practices and pay costs of the inspection related to the Report. Additionally, some of the cited allegations may be subject to administrative monetary penalties. Finally, the authority to impose conditions on, suspend, or cancel, a home inspection licence may also be exercised.

### **OPPORTUNITY TO BE HEARD**

Prior to an action being taken under the Act, the respondent must be provided with an opportunity to be heard. A notice of hearing (notice) was sent to the respondent. It provided the

respondent with the opportunity to submit a written reply to the Report. The notice indicated that after the opportunity to respond was completed, an adjudicator for Consumer Protection BC would determine whether the alleged violation occurred and may take an enforcement action if warranted. The notice further stated that if the adjudicator confirms a violation(s) and imposed an administrative monetary penalty, they will apply the factors in section 164 (2) of the Act before determining the monetary amount, and that they would also be guided in calculating monetary penalties by Consumer Protection BC policy. The respondent replied to the opportunity to be heard, supplying a written submission by email. Therefore, I conclude an appropriate opportunity to be heard has been provided to the respondent.

### **ALLEGED CONTRAVENTIONS**

The Report alleges the respondent contravened the Regulation when in December 2019 it:

1. did not include its Consumer Protection BC licence number in visual advertisements (social media), contrary to section 6 (3); and,
2. did not include consumers' addresses and home inspector licence number in home inspection reports, contrary to section 13 (1)(e)(i) and 13(1)(e)(iv) respectively.

Further, it alleges the respondent contravened the Act in December 2019 (or January 2020 in the case of the fourth allegation noted below), when it:

3. did not include the supplier's business address on home inspection contracts executed with consumers, contrary to section 19 and 46(1); and,
4. submitted false or misleading information to the inspector during the Inspection, contrary to section 189 (5)(a).

### **LEGISLATION**

#### ***Business Practices and Consumer Protection Act***

##### **Section 17**

**"distance sales contract"** means a contract for the supply of goods or services between a supplier and a consumer that is not entered into in person [...]

**"future performance contract"** means a contract between a supplier and a consumer for the supply of goods or services for which the supply or payment in full of the total price payable is not made at the time the contract is made or partly executed [...]

##### **Section 19**

A [...] future performance contract [...] must contain the following information:

- (a) the supplier's name and, if different, the name under which the supplier carries on business;
- (b) the supplier's business address and, if different, the supplier's mailing address;

(c) [...] (n)

**Section 46 (1)**

A supplier must disclose the following information to a consumer before the consumer enters into a distance sales contract:

(a) the information referred to in sections 19 (a) to (c), (f) to (j) and (n) [...]

**Section 189 (5)**

A person must not [...] (a) supply false or misleading information to a person acting under this Act;

(b) [...] (f)

***Home Inspector Licensing Regulation***

**Section 6 (3)**

A licensee must include the licence number on all representations and visual advertisements.

**Section 12 (1)**

In addition to any information required under sections 19, 20 and 23 of the Act to be contained in a home inspection contract, a home inspection contract must

(a) contain the address of the property to be inspected,

(b) specify what will be covered by the home inspection,

(c) [...] (f)

**Section 13 (1)**

A licensee must ensure that a home inspection report meets the following requirements:

(a) [...] (d)

(e) the report includes the following:

(i) the consumer's name and address;

(ii) [...] (iii)

(iv) the licensee's licence number, telephone number and, if applicable, fax number and email address;

(v) [...] (vi)

**EVIDENCE OF THE INSPECTOR**

### **Section 6 (3) of the Regulation**

- The inspector did an open-source search for online addresses where the respondent advertised as a home Inspector and found a Facebook page marketing his services.
- The respondent told the inspector he managed the Facebook page.
- Exhibit 3 of the Report shows the content of the Facebook page on January 6, 2020.
- The inspector visually searched for the respondent's Consumer Protection BC licence number on the Facebook page and by using the search function in the web browser. Licence number 64863 was not found in the content available on the Facebook page.

### **Section 13 (1) of the Regulation**

- On December 20, 2019, the respondent provided the inspector five home inspection reports recently created for clients.
- The inspector observed that none of the home inspection reports include the residential or mailing address for the consumer. The only addresses found are those of the properties to be inspected and the respondent's business address.
- The same home inspection reports failed to include the respondent's licence number.

### **Sections 19 and 46 (1) of the Act**

- On March 2, 2020, the respondent provided home inspection contracts to the inspector to review.
- The respondent told the inspector "his contracting process" to perform a home inspection "started with clients signing up on their own initiative [...] or after being directed to the respondent's website."
- The respondent told the inspector that consumers provide information on the website which populates a home inspection contract template. Consumers electronically sign the contracts to agree with the terms and conditions.
- The respondent said that once a home inspection contract is filled the consumer can pay by credit card, debit, check, cash, or electronic funds transfer at which time they receive a copy of the finalized and executed home inspection contract. A home inspection is then performed on the date stipulated in the contract.
- Licensing records identify 6695 187A Street, Surrey, BC, as the business address, confirmed by respondent and verified on the I Find It website.
- The contracts inspected did not state the respondent's business address.

According to the inspector:

- Two of the contracts were required to include the business address because they were distance sales contracts executed online as evidenced by the electronic signatures of the consumers and the payment being processed online and prior to the home inspection taking place.
- Three of the contracts were required to include the respondent's business address because they were future performance contracts under the Act.

### **Section 189 (5)(a) of the Act**

- On December 16, 2019, the inspector requested the production of the respondent's home inspection contracts, home inspection reports and marketing material.
- The home inspection contracts the respondent provided appeared to be missing content in an area titled 'Article 3 – Fee'.
- The inspector requested the respondent produce the same contracts "in their entirety".
- On January 9, 2020, the respondent sent an email to the inspector attaching contracts for the same home inspections. The contracts appeared to be complete, as the fee section was now filled in.
- The versions of contracts sent in December and January varied in several ways, including:
  - client signatures
  - home inspector's signature
  - signature dates
  - consumers' addresses were handwritten in the first set of contracts while they appeared to be written electronically in the second set.
- On February 27, 2020 the inspector and the respondent had a phone conversation in which they discussed the variation between the contracts sent to the inspector in December and those sent in January.
- The respondent stated that the contracts varied because he had modified the December contracts before sending them back to the inspector.
- The inspector prompted the respondent to explain further why he modified the contracts.
- On February 28<sup>th</sup> they had another phone conversation about the variances between the December and January contracts. The respondent stated: "I changed the contracts and muddied the waters".
- The inspector informed the respondent that he required the production of unmodified home inspection contracts, as originally executed.
- On March 2, 2020 the respondent sent the Inspector an email containing

attachments he said were copies of the original, unmodified contracts. The email also provided an account by the respondent of the modifications he made to the contracts submitted to the inspector in December.

### **RESPONDENT'S EVIDENCE**

The respondent submitted a statement and three documents related to his previous interactions with inspections staff. The response does not take issue specifically with the evidence in the Report's allegations as to the various omissions cited. In summary, the respondent says:

- He had first had contact with inspection staff in June 2016, by email, "followed by a live meeting with an investigating officer" in July. The inspector "did not have any follow up or instructions for me on anything that needed to be changed".
- In August the inspector sent an email "confirming there were no non-compliance issues with the requirements for contracts".
- With respect to the inspection, the respondent "felt it was more due diligence than enforcement with consequential follow up. I was never [led] to believe otherwise."
- The respondent received a phone call and email from an inspector in May 2019: "We had a friendly phone conversation."
- "At that time, home inspection associations were losing members as it was no longer a requirement to be part of an association. There was a lot of debate between associations about business practices - on who controlled what aspects of inspection business."
- "I heeded [the inspector's] instructions and made some changes; but it seems I failed to make all the necessary changes on some of my reporting system and website."
- "I fully expected [the inspector] to follow up with me to ensure I had made all the changes she reviewed. Unfortunately, after I made changes there was no follow up to confirm I had in fact made ALL the necessary changes and I continued with business as usual."
- In response to the inspection that is the subject of the Report, the respondent sent the inspector some scanned documents: "I do realize there were protocol deviations in the documents I sent."
- Since the last inspection, "I have made all changes required and have been 100% compliant in every aspect of my business in accordance with CPBC protocols."
- Prior his recent interactions with the inspector, "the contact I had with CPBC lacked in professionalism."
- "While I (now) admit my business paperwork did not meet the standards, I do believe the first person to offer me serious guidance is [the inspector who issued the Report]."
- "I feel I run an ethical, honest and compliant business."

- “I am a small business owner and my business focuses on ensuring I do my due diligence in every interaction I have with clients.”
- “CPBC has my full cooperation and prompt response with any sort of infraction I need to remedy or act upon [...] I will diligently ensure there are no issues moving forward.”

## **ANALYSIS**

The respondent introduces no new documentary evidence relating to any of the specific assertions in the Report and does not contest the allegations. Notwithstanding, it is still my function to evaluate the Report’s evidence before making any statutory determinations or considering whether enforcement sanctions are warranted for any confirmed contraventions.

### **Section 6 (3) of the Regulation**

The inspector reproduces with a number of screenshots the content of the respondent’s Facebook page. It is clearly designed and used to promote the home inspection business and is, therefore, a form of visual advertising for it. I agree that in reviewing the component pages for the social media site one does not find the respondent’s licence number, and I conclude that the requirement of section 6 (3) of the Regulation to display the licence number is not met.

The “post-inspection letter” of March 2019 sent to the respondent notes that while the respondent includes its licence number on its vehicle markings, business card, and website, it must also post it on “social media pages”. I conclude that the respondent was previously asked to add the licence number to its Facebook page and had not yet done so in January 2020. I believe that at the time of inspection the respondent’s Facebook page failed to include its licence number.

I conclude the respondent contravened section 6(3) of the Regulation.

### **Sections 13 (1)(e)(i) and 13(1)(e)(iv) of the Regulation**

The five home inspection reports included as Exhibit 3.1 of the Report identify the name of the persons for whom the reports are prepared but fails to state an address for each client. Addresses included in the reports are those identifying the property being inspected. The Regulation requires the licensee’s home inspection reports to include “the consumer’s name and address”. Thus, it is evident that the respondent failed to meet this requirement of the Regulation in the cited home inspection reports.

I conclude the respondent contravened section 13(1)(e)(i) of the Regulation.

The second feature of this allegation is the failure to include the respondent’s licence number in the home inspection reports. I confirm that while identifying the business name, address, phone number, website address, home inspector name and email address, the reports omit to state the licence number. Therefore, the allegation in both respects is borne out by the evidence in the Report.

I conclude the respondent contravened section 13(1)(e)(iv) of the Regulation.

In his submission, the respondent highlights part of the post-inspection letter received in March 2019, which states:

*Enforcement action has not been recommended for the issues noted above. A follow-up inspection may be conducted to ensure that these issues have been corrected, and to ensure future compliance with the BPCPA and HILR.*

Arguably, the import of this highlight is to validate the respondent's submission that prior to the December 2019 inspection, the purpose of the inspectors' communications was more in the nature of "due diligence than enforcement with consequential follow-up". The March 2019 letter certainly sets an expectation on the respondent to self-correct the issues; however, I think it is a stretch to interpret that that an enforcement consequence would not follow should non-compliance continue. I do not believe it was necessary for the inspector's correspondence to have explicitly stated this and that reasonably the respondent should have understood that an inspector may take a decision different from the March 2019 to not recommend enforcement action should non-compliance be identified at a follow up inspection.

#### **Sections 19 and 46 (1) of the Act**

The two above provisions are at issue in the Report because of a shared requirement for future performance and distance sales contracts as defined by the Act to include the supplier's business address. The inspector says in the Report that the contracts are initiated by consumers "via" the respondent's website, and because they were "executed online" and payment was made online, they were distance sales contracts. In fact, executing a contract through a website and paying online is not decisive in terms of demonstrating a transaction was not done "in person.". The parties could execute a contract in person (e.g., at an office or kiosk) while using such methods. The crux of a distance sale contract is that the transaction is *not in person*. Without further context it is not clearly evident that using a website, on one's own "initiative", to enter a contract is necessarily not done *in person*. In this respect, then, the Report is ambiguous on a definitional matter, such that it does not establish clearly the connection between consumer transaction and form of contract required to prove the contravention.

Similarly, with respect to *future performance* contracts, the Report states that three contracts were required to include the respondent's business address "because they were future performance contracts under the BPCPA." It then sets out information regarding dates of execution, home inspection, and payment and the assertion that the contracts fail to comply with section 19 of the Act, followed by a formal conclusion to the same end (i.e., contravention). In other words, no definition of future performance contract is provided or applied by way of explanation or interpretation.



For the above reasons, I do not believe the allegations that the licensee contravened section 19 and 46 are supported. The allegations are dismissed.

### **Section 189 (5) (a) of the Act**

The Report states that the respondent contravened BPCPA 189(5)(a) on December 20, 2019 (first set of contracts) and January 9, 2020 (second set of contracts) by supplying false and misleading information to the inspector. It is clear the inspector had numerous further dealings or follow-up with the respondent after the production of the second set of contracts to the inspector in January. The inspector's allegation does not extend beyond the facts surrounding those evidently varied contracts.

The respondent admits to having modified the home inspection contracts supplied to the inspector in December and January and provide explanations, which I summarize as follows:

1. to the first set of provided contracts handwriting customer's addresses into the contracts in order to retroactively satisfy certain information requirements;
2. to the second set of providing contracts was to replace the hand-written customer's addresses with digital text;
3. to the second set of provided contracts, supplying "missing" information that was not transmitted in the December batch of contracts due to technical scanning issues; and,
4. to the second set of provided contracts, writing in or inserting client signatures and execution dates that were deleted by the software program when the other changes were made to the contracts.

On March 2<sup>nd</sup> the respondent gave an account to the inspector, which I summarize below:

- the agreements originally emailed in December were printed off, put through a scanner, and sent to the inspector;
- the respondent hand-wrote the client's current address on the agreement because it had not been adding the information in the past, but the inspector's inquiry reminded him to include it;
- although the fees were on the original agreements, they did not show up on the scanned documents;
- [the inspector] then replied "asking to see the fee attached";
- [the inspector's subsequent] reply "prompted me to type in the address to make it clearer than my handwriting";
- He typed it into the software, copied over the client's signature, and updated the signature and date part of the agreement;
- The signature has a different date than the inspection date is [because it] updated to the day it was edited;
- "I am shaking my head as I type, as I know how moronic it sounds";

- "I never should've done this; it was a desperate attempt to make it look like I was doing it correctly but in turn just made it worse. I have learned my lesson and have been extremely cooperative with all your requests";
- "As a business owner, clients trust me every day, and my company, to provide them with honest opinions and analysis of their homes";
- "I was not forthright at the beginning [...] past experience with CPBC clouded my judgement and that was an error on my part";
- "If you [would accept] my utmost apology I would be very grateful"

The respondent admits to adding client addresses, to updating client signatures and contract execution dates. I am convinced these were conscious acts done with the intent to mislead the inspector into accepting that the modified contracts were identical copies of the ones given to executed with the consumer. I have taken into consideration the modification made to add in client addresses was a change not material to the inspector's review of contract compliance since there is no requirement that client addresses be recorded on contracts. The respondent did this because he mistakenly believed it to be requirement to be included in contracts. If the addition of addresses had been the only change made to the contracts, I may have been persuaded to dismiss the allegation on the basis of its materiality. However, the modifications to the contracts go further and are more serious in nature and impact. I simply cannot overlook the respondent deliberately falsified contract dates and consumer signatures. It is these modifications that attract my focus and emphasis in making a finding that a contravention has taken place. These modifications were made to material information used by inspection staff to carry out their compliance functions. To effectively discharge its statutory responsibilities Consumer Protection BC (and its designated inspectors) must be able to rely on their lawful authority to demand and to receive accurate records and information from businesses under inspection.

The respondent admits to modifying the contracts given to the inspector. I conclude the modifications made by the respondent as they relate specifically to contract execution dates and to consumer signatures to be both false and misleading information given to the inspector. Accordingly, I conclude the respondent contravened section 189(5)(a) of the BCPA.

### **DUE DILIGENCE**

The respondent is entitled to the complete defence of due diligence against the allegations if it shows that it took all reasonable steps to prevent the contraventions. I cannot come across anything convincing in the respondent's submission or evidence to show it took any level of appropriate measures to avoid the commission of the contraventions established in this decision. Accordingly, the defence of due diligence has not been established by the respondent.

## **ENFORCEMENT ACTION**

As an adjudicator determining that certain violations occurred, I may take one or more of the following actions:

1. Issue a compliance order (under section 155 of the Act), directing the respondent to:
  - stop a specified act or practice and take actions to correct the issue;
  - pay Consumer Protection BC the costs of the relevant inspection, including creation of the Report.
2. Impose a penalty of up to \$5,000 on an individual, or up to \$50,000 on a corporation (under section 164 of the Act), for each of the contraventions of section 6(3) of the Regulations and section 189(5) of the Act. Both contraventions are prescribed for the purpose of administrative penalty under the *Business Practices and Consumer Protection Regulation*.
3. Take an action against the respondent's licence, such as suspending, revoking, or imposing conditions to operate.

I have considered these possible enforcement actions and determined that a compliance order for the contraventions to section 6(3) and to section 13(1) of the Regulations is appropriate. For the contravention to section 189(5), I consider it warranted to issue an administrative monetary penalty on respondent.

### **Compliance Order**

Having found the respondent responsible for contraventions to sections 6(3) and 13(1)(e)(i) and 13(1)(e)(iv) of the Regulations, I have authority per section 155 (4)(c) of the Act to require the respondent to take a specified action to remedy a contravention. I have exercised my discretion to not require the respondent to pay inspection costs. The requirements of my order are set out in the Compliance Order issued with this decision.

### **Administrative penalty**

As per section 164 (1) of the Act, an administrative monetary penalty ("AMP") may be imposed where a person contravenes a prescribed provision of the Act. Section 189(5) is prescribed by the *Business Practices and Consumer Protection Regulation*, and, therefore, may attract an AMP.

Section 164 (2) of the Act sets out the following factors that must be considered before imposing an AMP:

- (a) previous enforcement actions for contraventions of a similar nature by the respondent
- (b) the gravity and magnitude of the contravention
- (c) the extent of the harm to others resulting from the contravention
- (d) whether the contravention was repeated or continuous
- (e) whether the contravention was deliberate

- (f) any economic benefit derived by the person from the contravention
- (g) the person's efforts to correct the contravention

For the violation at issue, I consider all these factors to decide whether an AMP should be imposed. If imposing an AMP, to determine the *amount* that should be imposed, I consider the section 164(2) factors together with the Consumer Protection BC policy, "Calculation of Administrative Monetary Penalties Policy and Procedures" (the "Policy"). The Policy model and rationale are discussed below.

The Policy, normally applied by Consumer Protection BC, sets out how the AMP amount is calculated, starting with a base penalty amount. The Policy helps to ensure that calculations of AMP amounts are consistent, transparent, flexible, and proportionate to the contraventions at issue, and that suppliers subject to AMPs know how Consumer Protection BC interprets the Act and analyses the criteria determining AMP amounts. Consumer Protection BC has developed the Policy from its experience and expertise in providing consumer protection services, and from its mandate to administer the Act in the public interest.

According to the Policy, contraventions for which AMPs are imposed are first categorized into Type A, Type B, or Type C, as set out in the Appendix. Consumer Protection BC makes these assignments based on its purposes and experience in delivering consumer protection services in the public interest, and the consideration of two factors: (1) the inherent severity of harm specific to the contravention, and (2) the probability that a person will experience harm from the contravention.

After categorization of the contravention, the decision maker considers a set of "adjustment factors" laid out in the Policy. These "adjustment factors" are based on section 164 (2), plus one additional criterion consistent with the legislation. The Policy requires the decision maker to choose a "gravity" value for each adjustment factor based on consideration of the relevant aggravating or mitigating circumstances.

When applying the Policy, the decision maker is considering all the factors under section 164 (2) in his or her calculation or analysis of the AMP amount that should be imposed. The decision maker continues by then deciding in his or her discretion whether the amounts in the Policy or different amounts imposed based on consideration of the factors under section 164 (2) (and one additional related criterion) and any other relevant circumstances.

In the Respondent's notice of this hearing, I identify the Policy and advise that it will be applied as part of any decision that may impose an AMP. This notice further states that the Policy can be viewed on our website and would be otherwise provided to the Respondent in paper form upon its request. Therefore, in this hearing the Respondent has had an opportunity to respond to the Policy by making submissions on the appropriateness of its application or its consistency with criteria in the Act. However, in this hearing I have not received any submissions from the respondent on the Policy.

I have determined that an AMP should be imposed for the respondent's acts in supplying false or misleading information to an inspector. I now will consider the specific AMP to be applied.

#### **Calculation of the AMP amounts**

I first apply the Policy to calculate an AMP amounts. I then decide whether that amount or a different amount should be imposed based on consideration of the factors under section 164(2) and one additional criterion, and any other relevant circumstances.

Breach of section 189(5) of the Act is a Type C contravention under the Policy (page 16. Appendix A, line 115). I agree with this categorization given the circumstances of this violation. It represents the appropriate level of severity and potential harm for prescribed contraventions according to the Policy.

Consequently, according to the AMP “Matrix” in part 4.3 (page 5) of the Policy, the “base” amount for penalty is \$3,250 for an individual.

My assessment of the adjustment factors applicable to these contraventions under the Policy’s penalty matrix is set out in the table below and on page 9.

<b>Adjustment Factor</b>	<b>Effect on Gravity</b>	<b>Analysis</b>
<b>1. Previous enforcement actions for contraventions of a similar nature</b>	<b>0</b>	There are no previous enforcement actions by Consumer Protection BC against the respondent.
<b>2. Gravity and magnitude of the contravention</b>	<b>1</b>	As already noted in the decision, supplying false or misleading information to an inspection is a serious contravention that undermines the regulatory authority of Consumer Protection BC. It is important there be a deterrence created against this type unlawful activity.
<b>3. Extent of the harm to others resulting from the contravention</b>	<b>0</b>	There is no evidence or basis to infer harm to others resulting from the contraventions.
<b>4. Whether the contravention was repeated or continuous</b>	<b>0</b>	The contravention was not repeated or continuous.
<b>5. Whether the contravention was deliberate</b>	<b>0</b>	As noted in the decision, the modification of the contracts was a conscious decision and made with the intent to provide false and misleading information to the inspector. That said, I exercise my discretion to not apply an increasing aggravating adjustment. The effect on gravity is kept at a neutral value.

<b>6. Economic benefit derived by the person from the contraventions</b>	<b>0</b>	I have no reason to believe the respondent derived any economic benefit from the contravention.
<b>7. Whether the person made reasonable efforts to mitigate or reverse the contravention's effects</b>	<b>-2</b>	Once the differences in the agreements were pointed out by the inspector, the respondent cooperated in acknowledging their error and in producing the true copies of the agreements.
<b>8. The person's efforts to correct the contraventions &amp; prevent recurrence</b>	<b>-1</b>	The respondent's acknowledgement of the seriousness of its actions and acceptance of the regulatory role of Consumer Protection BC strikes me as sincere.

**Final Calculation of AMP**

According to my application of the Policy and its AMP Matrix, the overall adjustment for the section 198(5) contravention involves an overall score of “minus two.”

The Policy determines that a violation of section 189(5) is a Type C contravention with a base penalty amount of \$3,250 for an individual. In this case, having found a gravity level of “minus two” (after adjustments) and in following the Matrix, I apply a penalty of **\$2,750**. In this hearing no additional relevant circumstances have been brought to bear on my analysis and calculation of penalty as to vary it from the Policy amount. Attached to these reasons is a Notice of Administrative Penalty in the amount of **\$2,750**.

**RECONSIDERATION OF ORDER AND PENALTY**

A compliance order or monetary penalty may be reconsidered in accordance with Division 1 of Part 12 of the Act, subject to the provisions outlined in sections 181 and 182 (2). A request for reconsideration must be submitted within 30 days of delivery of the order to the respondent. The request must be in writing, identify the error the person believes was made or other grounds for reconsideration, and be accompanied by a \$252 application fee. A request for reconsideration should be addressed to:

Consumer Protection BC

Attention: Shahid Noorani, Vice President  
200 – 4946 Canada Way, Burnaby, BC V5G 4H7  
[shahid.noorani@consumerprotectionbc.ca](mailto:shahid.noorani@consumerprotectionbc.ca)

Decided on January 11, 2021 in Burnaby, BC.



---

Shahid Noorani, Vice President