

CANCELLATION NOTICE

A borrower may cancel a high-cost credit product at any time before the end of the next day the high-cost credit grantor is open for business following the date on which the borrower receives the first advance, or before the end of any longer period that may be prescribed in the regulations.

A borrower may also cancel a high-cost credit product at any time if the high-cost credit grantor:

- Does not advise the borrower of the borrower's cancellation rights
- Fails to satisfy any of the requirements of section 112.21(2), (4)(a) and (5) [high-cost credit agreements] of the *Business Practices and Consumer Protection Act* (BPCPA)
- Contravenes a prescribed provision of the BPCPA or the regulations

To exercise cancellation rights under this section, the borrower must:

(a) complete the cancellation notice provided by the high-cost credit grantor under section 112.21 (5) and give that notice to the high-cost credit grantor in accordance with the regulations, and

(b) repay the outstanding balance of all amounts advanced to the borrower under the high-cost credit agreement, less any amount of the cost of credit that was, as of the date of cancellation, repaid by or on behalf of the borrower. Repayment can be made by cash, certified cheque or money order, or in another prescribed manner.

On cancellation of a high-cost credit product, the high-cost credit grantor must immediately give the borrower a receipt for the amount repaid or returned to the high-cost credit grantor.

Cancellation of a high-cost credit product under 112.20(7) of the BPCPA extinguishes every liability and obligation of the borrower under or related to the high-cost credit agreement.

A high-cost credit grantor must not charge, require or accept any amount for cancellation of a high-cost credit product under section 112.20 [high-cost credit cancellation rights] of the BPCPA.

HOW TO GIVE NOTICE OF CANCELLATION

A borrower may give a cancellation notice to a high-cost credit grantor in any way that provides proof that the borrower cancelled the high-cost credit product on a specific date. This includes:

- (a) delivering the cancellation notice in person, or
- (b) sending the cancellation notice
 - by courier or registered mail to the high-cost credit grantor's business address, mailing address or address for service of documents provided in the high-cost credit agreement, or
 - by email or fax to the high-cost credit grantor's email address or fax number provided in the high-cost credit agreement.

Any cancellation notice that isn't delivered in person is deemed to have been given at the time it is sent.

I, [borrower name] hereby exercise my right to cancel high-cost credit product #[loan number] dated and signed on [date of high-cost credit agreement] and tender repayment of the outstanding balance amount advanced to me, less any amount already paid by me.

Signature of borrower

Cancellation date

Signed on behalf of [high-cost credit grantor]