

Bill 4 - Business Practices and Consumer Protection Amendment Act, 2025

Purpose

To assist interest-holders with understanding amendments to the *Business Practices and Consumer Protection Act* and associated regulations.

Disclaimer

The **red text below** indicates amendments replacing text with ~~strikethroughs~~, effective August 1, 2026. **Green text below** indicates amendments effective with Royal Assent on March 31, 2025.

Business Practices and Consumer Protection Act [SBC 2004] CHAPTER 2

Part 1 — Definitions and Application

Definitions

1(1) In this Act:

"tribunal", except in section 175 (4), has the same meaning as in section 1 (1) of the *Civil Resolution Tribunal Act*;

Application of this Act

2(1) ~~Parts 6 [Credit Reporting] and 7 [Debt Collection]~~ **Section 14.4 [dispute resolution and class proceeding term or acknowledgment inoperative – low value claim] and Parts 6 [Credit Reporting] and 7 [Debt Collection]** apply to transactions, matters or things, regardless of whether they involve a consumer.

(2) Except for the following, this Act does not apply to a sale, lease, mortgage of or charge on land or a chattel real:

- (a) Parts 2 [Unfair Practices] and 5 [Disclosure of the Cost of Consumer Credit];
- (b) section 3 and Parts 3 [Rights of Assignees and Guarantors Respecting Consumer Credit], 8 to 10 [Compensation Funds and Consumer Advancement Fund; Licences; Inspections and Enforcement], 13 [Offences and Penalties] and 14 [Regulations], as those Parts relate to Parts 2 and 5.

Part 2 — Unfair Practices

Division 4 – Prohibited Contract Terms

Definitions

14.1 (1) In this Division:

"class proceeding term or acknowledgment" means a term or acknowledgment in a contract that prevents or has the effect of preventing a person, in relation to a matter arising out of the contract, from commencing a class proceeding, or becoming a member of a class involved in a class proceeding, under the *Class Proceedings Act* or similar legislation of another jurisdiction;

"consumer contract" means a contract relating to a consumer transaction;

"dispute resolution term or acknowledgment" means a term or acknowledgment in a contract that requires or has the effect of requiring that a dispute in relation to a matter arising out of the contract be submitted to arbitration or another dispute resolution process.

(2) For certainty, a reference to a dispute resolution term or acknowledgment in relation to a contract includes a reference to an arbitration agreement, as defined in section 1 of the *Arbitration Act*, relating to a matter arising out of the contract.

Contract must not prohibit review – consumer

14.2 (1) A supplier must not include in a consumer contract a term or acknowledgment that prohibits or has the effect of prohibiting a consumer from posting on the internet, or otherwise communicating, a review by the consumer of

- (a) the goods or services that are the subject of the contract, or
- (b) the consumer transaction.

(2) A term or acknowledgment described in subsection (1) in a consumer contract is void.

Dispute resolution and class proceeding term or acknowledgment prohibited – consumer

14.3 (1) A supplier must not include a dispute resolution term or acknowledgment or a class proceeding term or acknowledgment in a consumer contract.

(2) A dispute resolution term or acknowledgment or a class proceeding term or acknowledgment in a consumer contract is void.

(3) Subsections (1) and (2) do not prevent the parties to a consumer contract from agreeing, after a dispute arising out of the contract arises, to submit the dispute to arbitration or another dispute resolution process.

Dispute resolution and class proceeding term or acknowledgment inoperative – low value claim

14.4 (1) In this section:

"**contract**" does not include a consumer contract;

"**low value claim**", in relation to a contract, means a claim in relation to a matter arising out of the contract for an amount that is less than the prescribed amount.

(2) A dispute resolution term or acknowledgment or a class proceeding term or acknowledgment in a contract is inoperative to the extent that it applies in relation to a low value claim.

(3) Subsection (2) does not prevent the parties to a contract from agreeing, after a dispute respecting a low value claim arises, to submit the dispute to arbitration or another dispute resolution process.

Part 4 — Consumer Contracts

Division 1 — Definitions and Application

Definitions

17 In this Part:

~~"**continuing services contract**" means a future performance contract that provides for the performance of services on a continuing basis and is designated by regulation;~~

"**direct sales contract**" means a contract between a supplier and a consumer for the supply of goods or services that is entered into in person at a place other than the supplier's permanent place of business, but does not include any of the following:

- (a) a funeral contract, interment right contract or preneed cemetery or funeral services contract;
- (b) a contract for which the total price payable by the consumer, not including the total cost of credit, is less than a prescribed amount;
- (c) a prepaid purchase card;

"**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 and, with respect to goods, for which the consumer does not have the opportunity to inspect the goods that are the subject of the contract before the contract is entered into, but does not include a prepaid purchase card;

"**fitness or other personal services contract**" means a future performance contract for the supply of fitness or other personal services on a continuing basis that is designated by regulation;

"**funeral contract**" means a contract that provides for funeral services for

- (a) an infant who is stillborn, or

(b) a person who is deceased at the time the contract is entered into;

"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, but does not include any of the following:

(a) a contract for which the total price payable by the consumer, not including the total cost of credit, is less than a prescribed amount;

(b) a contract for the supply of goods or services under a credit agreement, as defined in section 57 [definitions], if the goods or services have been supplied;

(c) a time share contract;

(d) a prepaid purchase card;

"interment right contract" means a contract that provides for a right of interment for human remains or cremated remains in a lot;

"preneed cemetery or funeral services contract" means a future performance contract that provides for cemetery or funeral services for one or more persons who are alive at the time the contract is entered into;

"security interest" has the same meaning as in Part 5;

"subscription contract" means a future performance contract for the supply of goods or services on a continuing basis that is not a fitness or other personal services contract;

"supply date" means, in respect of a contract, the date on which goods or services will be, or will begin to be, supplied to the consumer.

Application

18(1) Subject to subsection (2), if a contract meets the definition of more than one type of contract referred to in this Part, all of the applicable provisions in this Part apply to the contract unless a contrary intention appears in this Part.

(2) If there is a conflict or inconsistency between provisions that apply to a contract, the provision that is most beneficial to the consumer applies to the contract.

(3) Part 6.1 applies instead of this Part in respect of any contract for the supply, arrangement, provision or facilitation of a payday loan.

Division 1.1 – Contract Requirements

Application

18.1 This Division applies to a contract described in Division 2 or 4 of this Part.

Contract contents

18.2 A contract must include the following information:

- (a) the supplier's name and, if different, the name under which the supplier carries on business;
- (b) if the supplier is registered under the *Motor Dealer Act*, the supplier's registration number;
- (c) the date the contract is entered into;
- (d) a detailed description of the goods or services to be supplied under the contract, including any relevant technical or system specifications;
- (e) the supplier's delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer;
- (f) if the goods or services are not supplied on the date the contract is entered into,
 - (i) the supply date, and
 - (ii) if applicable, the date on which the supply of the goods or services will be complete;
- (g) an itemized purchase price for the goods or services to be supplied;
- (h) the nature and amount of other costs payable by the consumer in relation to the contract that can reasonably be determined by the supplier, including taxes and shipping charges;
- (i) the nature of any other costs payable by the consumer in relation to the contract that cannot reasonably be determined by the supplier, including any customs duties and brokerage fees;
- (j) if amounts owing under the contract are payable in a currency other than Canadian currency, the currency in which the amounts are payable;
- (k) a detailed statement of the terms of payment under the contract and, if the contract provides for periodic payments, the amount of each of the periodic payments;
- (l) the total price under the contract, including the total cost of credit;
- (m) if applicable, a description and dollar value of any trade-in relating to the contract;
- (n) if credit is extended or arranged by the supplier, a description of the subject matter of any security interest;
- (o) any promotional offers that apply to the contract, including
 - (i) the conditions required to qualify for the offer,
 - (ii) the terms and duration of the offer, and
 - (iii) the contract terms that apply when the offer expires;

- (p) any other restrictions, limitations, terms or conditions that apply or may apply to the supply of the goods or services;
- (q) the supplier's return, exchange, cancellation and refund policies;
- (r) if applicable, the contract renewal terms, including
 - (i) how the contract may be renewed by the consumer, and
 - (ii) any provisions for automatic renewal;
- (s) in the case of a contract designated by regulation, a notice of the consumer's rights of cancellation, in the prescribed form and manner;
- (t) any other prescribed information.

Disclosure to consumer

18.3(1) Before a supplier enters into a contract with a consumer, the supplier must, if the total price under the contract is more than the prescribed amount, disclose the following information to the consumer:

- (a) the information referred to in section 18.2 (a) and (d) to (t);
 - (b) any other prescribed information.
- (2) The information required under subsection (1) must
- (a) be provided without charge to the consumer and without conditions,
 - (b) be provided in a clear and comprehensible manner, and
 - (c) meet any other prescribed requirements.
- (3) The supplier must,
- (a) at the time that the information required under subsection (1) is disclosed to the consumer, provide the consumer with an express opportunity to view the entire contract, and
 - (b) if the consumer requests, promptly provide a copy of the contract to the consumer.

Contract cancellation

18.4(1) A consumer may cancel a contract if

- (a) the contract does not include the information required under section 18.2,
 - (b) the information included in the contract is inconsistent with the information disclosed to the consumer before the contract was entered into, or
 - (c) the supplier fails to comply with section 18.3.
- (2) The consumer may cancel a contract under subsection (1) by giving notice of cancellation to the supplier not later than the following:

- (a) in the case of a direct sales contract or future performance contract, one year after the date the consumer receives a copy of the contract;
- (b) in the case of a time share contract, the later of
 - (i) one year after the date the consumer receives a copy of the contract, and
 - (ii) the expiry of any longer prescribed period;
- (c) in the case of a distance sales contract, 7 days after the date the consumer receives a copy of the contract.

Division 2 — Direct Sales, Future Performance and Time Share Contracts

Required contents

19 A direct sales contract, future performance contract or time share 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) the supplier's telephone number and, if available, facsimile number;
- (d) the date on which the contract is entered into;
- (e) a detailed description of the goods or services to be supplied under the contract;
- (f) an itemized purchase price for the goods or services to be supplied under the contract;
- (g) other costs payable by the consumer, including taxes and shipping charges;
- (h) if any customs duties, brokerage fees or other additional charges that may apply to the contract cannot reasonably be determined by the supplier, a description of those charges;
- (i) a detailed statement of the terms of payment;
- (j) the total price under the contract, including the total cost of credit;
- (k) if applicable, a description and dollar value of any trade-in;
- (l) if credit is extended or arranged by the supplier, a description of the subject matter of any security interest in accordance with Part 5 *[Disclosure of the Cost of Consumer Credit]*;
- (m) a notice of the consumer's rights of cancellation, in the prescribed form and manner, if any;
- (n) any other restrictions, limitations or other terms or conditions that may apply to the supply of the goods or services;
- (o) any other prescribed information.

Direct sales contracts

20(1) In addition to the information required under ~~section 19~~ **section 18.2 [contract contents]**, a direct sales contract must contain

- (a) the name, in a readable form, of the individual who signs the contract on behalf of the supplier,
- (b) the place where the contract is entered into, and
- (c) the signatures of
 - (i) the individual who signs the contract on behalf of the supplier,
 - (ii) the consumer, and
 - (iii) if applicable, the guarantor.

(2) Despite section 23 (3) [*future performance contract*], if that section applies, a supplier must give a copy of the direct sales contract to the consumer at the time the contract is entered into.

~~(3) A direct sales contract is not binding on a consumer if~~

~~(a) the supplier does not give to the consumer a copy of the contract at the time the contract is entered into, or~~

~~(b) the supplier requires the consumer to make a down payment in excess of the prescribed amount.~~

(3) A direct sales contract is not binding on a consumer if the supplier does not give to the consumer a copy of the contract at the time the contract is entered into.

Direct sales contract – prohibitions

20.1 (1) A supplier must not offer for sale by direct sales contract, or enter into a direct sales contract with a consumer for the supply of, any of the following:

- (a) a furnace;**
- (b) a duct cleaning service;**
- (c) an air conditioner;**
- (d) an air cleaner or purifier;**
- (e) a home security system;**
- (f) a water heater;**
- (g) a water treatment device, purifier or filter;**
- (h) a water softener;**
- (i) a window or energy audit;**
- (j) a prescribed good or service.**

(2) A supplier must not extend or arrange credit, or offer to extend or arrange credit, in respect of a direct sales contract.

(3) A direct sales contract that provides for the supply of a good or service referred to in subsection (1) is not binding on the consumer.

(4) If credit is extended or arranged by a supplier in respect of a direct sales contract, the direct sales contract and the credit agreement, as defined in section 57 [definitions for Part 5], are not binding on the consumer.

Direct sales contracts — cancellation

21(1) ~~A consumer may~~ In addition to the right of cancellation under section 18.4 [contract cancellation], a consumer may cancel a direct sales contract by giving notice of cancellation to the supplier not later than 10 days after the date that the consumer receives a copy of the contract.

(2) ~~A consumer may~~ In addition to the right of cancellation under section 18.4, a consumer may cancel a direct sales contract by giving notice of cancellation to the supplier not later than one year after the date that the consumer receives a copy of the contract if one or more of the following applies:

(a) ~~the contract does not meet the requirements of sections 19 and 20 (1) [required contents of contract];~~

(b) at the time the contract was made, the supplier was under a direct sales prohibition order;

(c) the goods or services to be supplied under the contract are not supplied to the consumer within 30 days of the supply date.

(3) The consumer is not entitled to cancel the contract under subsection (2) (c) if the consumer accepts delivery of the goods or services after the end of the 30-day period described in that subsection.

(4) Despite section 15 (2) [assignee's obligations], if a consumer cancels a direct sales contract under this section, the supplier, within 15 days after the notice of cancellation has been given, must return to the consumer any trade-in received under a trade-in arrangement, or an amount equal to the trade-in allowance.

(5) Despite section 28 (1) [return of goods by consumer on cancellation], if a consumer cancels a direct sales contract under this section, the consumer may retain possession of the goods delivered to the consumer

(a) until all money paid by the consumer is refunded, and

(b) in the case of a trade-in arrangement, until either

(i) the supplier returns to the consumer, in substantially the same condition as when the supplier received them, the goods delivered by the consumer under the trade-in arrangement, or

(ii) an amount equal to the trade-in allowance is paid to the consumer.

(6) If a trade-in or an amount equal to the trade-in allowance is not returned to the consumer as required under subsection (4), the consumer may recover from the supplier as a debt due an amount equal to the trade-in allowance.

(7) If a consumer receives an amount equal to the trade-in allowance, the title of the consumer in respect of the goods delivered by the consumer under the trade-in arrangement, if the title had not already passed from the consumer, vests in the person entitled to them under the trade-in arrangement.

Credit agreement respecting direct sales contract

~~22 If credit is extended or arranged by the supplier in respect of a direct sales contract,~~

~~(a) the credit agreement, as defined in section 57 [definitions], is conditional on the direct sales contract, whether or not the credit agreement is a part of or attached to the direct sales contract, and~~

~~(b) if the direct sales contract is cancelled under section 21, the credit agreement is cancelled.~~

Future performance contract

23(1) This section does not apply to a future performance contract that is a preneed cemetery or funeral services contract.

~~(2) In addition to the information required under section 19 [required contents of contract], a future performance contract must contain the following information:~~

~~(a) the supply date;~~

~~(b) the date on which the supply of the goods or services will be complete;~~

~~(c) if there are periodic payments under the contract, the amount of each of the periodic payments.~~

(3) A supplier must give a copy of the future performance contract to the consumer within 15 days after the contract is entered into.

(4) A future performance contract is not binding on the consumer if

(a) the supplier gives, or offers to give, a rebate, discount or other value to the consumer in consideration of the consumer giving to the supplier the names of prospective consumers, or otherwise aiding the supplier in making a sale to another person, and

(b) the earning of the rebate, discount or other value is contingent on the occurrence of an event after the time the consumer agrees to buy.

~~(5) A consumer may cancel a future performance contract by giving notice of cancellation to the supplier not later than one year after the date that the consumer receives a copy of the contract if the contract~~

does not contain the information required under subsection (2) and section 19 ~~[required contents of contract]~~.

(5) In addition to the right of cancellation under section 18.4 *[contract cancellation]*, a consumer may cancel a future performance contract by giving notice of cancellation to the supplier as follows:

(a) if the supplier does not comply with subsection (3), within one year of the date the contract was entered into;

(b) if the goods or services to be delivered to the consumer under the contract are not delivered within 30 days of the supply date provided under section 18.2 (f) *[contract contents]*, at any time before the goods or services are delivered.

Continuing services contract — terms

24(1) In addition to the information required under sections 19 and 23 (2) ~~[required contents of contract]~~ *section 18.2 [contract contents]*, a ~~continuing services contract~~ *fitness or other personal services contract* that provides for a supplier supplying services by reference to a number of hours or a number of sessions must state the period of time, in months, over which the consumer can reasonably expect to receive the services.

(2) The period of time referred to in subsection (1) must not exceed 24 months.

(3) A ~~continuing services contract~~ *fitness or other personal services contract* must not be for a duration, including the cumulative total of all options and rights to extend or renew the contract, of more than 2 years.

(4) Despite subsection (3), a ~~continuing services contract~~ *fitness or other personal services contract* may provide for the consumer renewing the contract by consenting in writing within one month of the expiry of the contract.

(5) For the purpose of subsection (3), all ~~continuing services contracts~~ *fitness or other personal services contract*, except a contract renewed under subsection (4), that

(a) are in effect between the same supplier and the same consumer at the same time, and

(b) provide for the performance of the same or similar services, whether or not services are being supplied concurrently under 2 or more of the contracts, are deemed to be one contract.

(6) If a contract does not comply with subsection (3),

(a) the contract is not binding on the consumer in respect of the period in excess of 2 years,

(b) the supplier must refund to the consumer, within 15 days after receiving a request from the consumer, all money paid under the contract for the period in excess of 2 years, and

(c) if the supplier does not comply with paragraph (b), the consumer may recover as a debt due all money paid under the contract for the period in excess of 2 years.

(7) In an action **or claim** by the consumer against the supplier where the supplier fails to comply with subsection (6) (b), the court must enter judgment, **or the tribunal must give a final decision**, against the supplier for 3 times the amount of any refund not paid within the time limited by that subsection.

(8) For certainty, this section applies to a contract renewed under subsection (4).

Continuing services contract — cancellation

25(1) ~~A consumer may cancel a continuing services contract~~ **In addition to the right of cancellation under sections 18.4 [contract cancellation] and 23 (5), a consumer may cancel a fitness or other personal services contract** by giving notice of cancellation to the supplier not later than 10 days after the date that the consumer receives a copy of the contract.

(2) ~~A consumer may cancel a continuing services~~ **In addition to the right of cancellation under sections 18.4 and 23 (5), a consumer may cancel a fitness or other personal services contract** by giving notice of cancellation and the reason for the cancellation to the supplier at any time if there has been a material change

(a) in the circumstances of the consumer, or

(b) in the services provided by the supplier.

(3) A material change in the circumstances of the consumer includes, without limitation,

(a) the consumer's death,

(b) a physical, medical or mental disability of the consumer, substantiated in writing by a medical practitioner or nurse practitioner, showing that the consumer's continued participation is unreasonable because of the consumer's condition or is likely to endanger the consumer's health, or

(c) the relocation of the consumer for the remainder of the duration of the contract, or the remainder of the time stated in the contract in accordance with section 24, so that the distance between the consumer and the supplier is more than 30 km greater than when the consumer and the supplier entered into the contract, if the supplier does not provide reasonably comparable alternative facilities for the use of the consumer not more than 30 km from the consumer's new location.

(4) A material change in the services provided by the supplier occurs

- (a) when, for reasons that are wholly or partly the fault of the supplier, the services are not completed, or at any time the supplier appears to be unable to reasonably complete the services within the period of time stated by the supplier under section 24,
 - (b) when the services are no longer available, or are no longer substantially available as provided in the contract, because of the supplier's discontinuance of operation or substantial change in operation, or
 - (c) when the supplier relocates the supplier's facility so that the distance between the supplier and the consumer is more than 30 km greater than when the supplier and the consumer entered into the contract, and the supplier does not provide reasonably comparable alternative facilities for the use of the consumer not more than 30 km from the consumer's location.
- (5) Section 27 [refunds by supplier on cancellation] does not apply to a cancellation under subsection (2).
- (6) If a consumer cancels a ~~continuing services contract~~ **fitness or other personal services contract** under subsection (2), the supplier must
- (a) within 15 days after the notice of cancellation has been given, refund to the consumer,
 - (i) in the case of a cancellation under subsection (2) (a), the portion determined in the prescribed manner of all ~~cash payments~~ **money paid** made under the contract, less a prescribed amount on account of the supplier's costs, or
 - (ii) in the case of a cancellation under subsection (2) (b), the portion determined in the prescribed manner of all ~~cash payments~~ **money paid** made under the contract, and
 - (b) within 30 days after the notice of cancellation has been given, ~~return to the consumer every~~ **return to the consumer, or cancel, as applicable, every cheque, pre-authorized debit or other negotiable instrument** executed by the consumer in connection with the contract.

Subscription contract – automatic renewal

25.1(1) A provision in a subscription contract that provides for automatic renewal of the contract for a term of 60 days or less is void unless the contract provides that the consumer may cancel the renewal at any time, whether before or after the renewal date, without charge or other penalty.

(2) A provision in a subscription contract that provides for automatic renewal of the contract for a term of more than 60 days is void unless

- (a) the contract provides that
 - (i) the consumer may cancel the renewal at any time, whether before or after the renewal date,

- (ii) if the consumer cancels the renewal before the renewal date, no charge or other penalty applies, and
 - (iii) if the consumer cancels the renewal after the renewal date, the consumer is entitled to the refund set out in subsection (5) (a), and
- (b) the supplier gives a notice to the consumer, not more than 60 days and not less than 30 days before the renewal date, that includes the following:

- (i) the renewal date;
- (ii) a statement of the consumer's right under the contract, as set out in paragraph (a), to cancel the renewal;
- (iii) instructions respecting how to cancel the renewal;
- (iv) a statement that the contract will be renewed if the consumer does not respond to the notice.

(3) A supplier may give a notice under subsection (2) (b) by any manner that enables the supplier to prove that the consumer has received the notice.

(4) Section 27 [*refund by supplier on cancellation*] does not apply to a cancellation of a subscription contract referred to in subsection (2).

(5) If a consumer cancels a subscription contract referred to in subsection (2) after the renewal date, the supplier must

- (a) within 15 days after the notice of cancellation has been given, refund to the consumer the portion determined in the prescribed manner of all money paid under the contract, and
- (b) within 30 days after the notice of cancellation has been given, return to the consumer, or cancel, as applicable, every cheque, pre-authorized debit or other negotiable instrument executed by the consumer in connection with the contract.

Subscription contract – unilateral amendment

25.2(1) A provision in a subscription contract that permits the supplier to unilaterally amend the contract is void unless the provisions of the contract that may be unilaterally amended are identified in the contract at the time the contract is entered into.

(2) Without limiting subsection (1), a provision in a subscription contract that permits the supplier to unilaterally amend a provision respecting cancellations, returns, exchanges or refunds is void unless the provision specifically states that any such amendment may be made only if the amendment does not increase an obligation of the consumer or reduce an obligation of the supplier.

(3) Subject to subsection (4), a supplier must, not less than 30 days and not more than 60 days before a unilateral amendment to a provision is to take effect, provide notice to the consumer, by any manner that enables the supplier to prove that the consumer has received the notice, that includes

- (a) the text of the provision as it will read after the amendment,
- (b) information explaining the amendment in a clear and comprehensible manner, and
- (c) if the amendment increases an obligation of the consumer, or reduces an obligation of the supplier, under the contract, a statement of the consumer's right to cancel the contract under subsection (5).

(4) If a supplier fails to comply with subsection (3), the supplier may not unilaterally amend the contract, and any such amendment is void.

(5) If a unilateral amendment made by a supplier increases an obligation of the consumer or reduces an obligation of the supplier under a contract, the consumer may cancel the contract at any time without charge or other penalty.

Time share contract

26(1) Subject to subsection (2), a supplier must give a copy of the time share contract to the consumer at the time the contract is entered into.

(2) Section 48 (1) [*copy of distance sales contract*] applies to the time share contract if the contract is also a distance sales contract.

(3) ~~A consumer~~ In addition to the right of cancellation under section 18.4 [*contract cancellation*], a consumer may cancel a time share contract by giving notice of cancellation to the supplier not later than 10 days after the date that the consumer receives a copy of the contract.

(4) ~~Subject to any longer cancellation period prescribed, a consumer may cancel a time share contract by giving notice of cancellation to the supplier not later than one year after the date that the consumer receives a copy of the contract if the contract does not contain the information required under section 19 [*required contents of contract*].~~

Refunds by supplier on cancellation

27 ~~Despite section 15 (2) [*assignee's obligations*], if a contract is cancelled under this Division, the supplier must refund to the consumer,~~

- (a) ~~within 15 days after the notice of cancellation has been given, and~~
- (b) ~~without deduction except as provided for in this Division or in the regulations,~~

~~all money received in respect of the contract, whether received from the consumer or any other person.~~

Refund by supplier on cancellation

27 If a direct sales contract, future performance contract or time share contract is cancelled under this Part, the supplier must refund to the consumer, without deduction except as provided for in this Part or in the regulations, all money received in respect of the contract, whether received from the consumer or from any other person, within 15 days after the later of the following:

- (a) the date the notice of cancellation is given to the supplier;
- (b) if the consumer has received goods under the contract and the supplier has complied with section 28 (1.1), the date the goods are returned to the supplier under section 28 (1).

Return of goods by consumer on cancellation

~~28(1) If a direct sales contract, future performance contract or time share contract is cancelled under this Division, the consumer must return any goods received under the contract by delivering the goods to the person named in the contract as the person to whom notice of cancellation may be given or to the business address of the supplier.~~

28(1) If a direct sales contract, future performance contract or time share contract is cancelled under this Part, the consumer must return any goods received under the contract in accordance with the instructions provided by the supplier under subsection (1.1).

(1.1) The supplier must, within 15 days after the notice of cancellation has been given, provide instructions to the consumer respecting how to return any goods received under the contract, which instructions must be consistent with the supplier's return policies referred to in section 18.2 (q).

(1.2) If the supplier does not comply with subsection (1.1), the consumer

- (a) is not required to return any goods received under the contract, and
- (b) is, in respect of the goods, discharged from any obligation arising under the contract.

(2) Subject to subsection (3), the return of the goods by the consumer under subsection (1) discharges the consumer from any obligation, in respect of the goods, arising under the contract.

(3) If goods are returned by the consumer under subsection (1), the consumer is liable to the supplier for any damage to the goods caused by the failure of the consumer to take reasonable care of the goods.

Division 3 — Preneed Cemetery or Funeral Services, Funeral and Interment Right Contracts

Funeral contract

34(1) A funeral contract must contain the following information:

- (a) the information referred to in ~~section 19 [required contents of contract]~~ **section 18.2 [contract contents];**

Preneed cemetery or funeral services contract

36(1) A preneed cemetery or funeral services contract must contain the following information:

- (a) the information referred to in ~~section 19 [required contents of contract]~~ **section 18.2 [contract contents];**

Special provisions for right of interment

37 If a contract is a preneed cemetery ~~and~~ **or** funeral services contract and an interment right contract, the contract must clearly indicate that the right of interment is governed by section 43 [*interment right contract*] with respect to cancellation or refund.

Interment right contract

43(1) An interment right contract must contain the following information:

- (a) the information referred to in ~~section 19 [required contents of contract]~~ **section 18.2 [contract contents];**

Division 4 — Distance Sales Contracts**Disclosure of information**

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) [required contents of contract]~~ and ~~23 (2) [required contents of future performance contract];~~
- (b) if available, the supplier's electronic mail address;
- (c) a detailed description of the goods or services to be supplied under the contract, including any relevant technical or system specifications;
- (d) the currency in which amounts owing under the contract are payable;
- (e) the supplier's delivery arrangements, including the identity of the shipper, the mode of transportation and the place of delivery to the consumer;
- (f) the supplier's cancellation, return, exchange and refund policies, if any;
- (g) any other prescribed information.

(2) The supplier must disclose the information required under subsection (1) in a clear and comprehensible manner.

Distance sales contract in electronic form

47(1) In this section, "**electronic**" has the same meaning as in the *Electronic Transactions Act*.

- (2) Before a consumer enters into a distance sales contract that is in electronic form, a supplier must
- (a) make the information required under section 46 **to be disclosed to the consumer under section 18.3 [disclosure to consumer]** available in a manner that
 - (i) requires the consumer to access the information, and
 - (ii) allows the consumer to retain and print the information, and
 - (b) provide a consumer with an express opportunity
 - (i) to correct errors in the contract, and
 - (ii) to accept or decline the contract.

Copy of distance sales contract

48(1) A supplier must give a consumer who enters into a distance sales contract a copy of the contract within 15 days after the contract is entered into.

- (2) The copy of the distance sales contract given under subsection (1) must contain
- (a) the information described in section 46 ~~[disclosure of information]~~ **section 18.3 (1) [disclosure to consumer]**,
 - (b) the consumer's name, and
 - (c) the date the contract was entered into.
- (3) ~~In addition to section 183 (2) [how to give or serve documents generally], the supplier~~ **The supplier** may give a copy of the distance sales contract to the consumer
- (a) by sending the copy by electronic mail to the electronic mail address provided by the consumer to the supplier for the provision of information related to the contract, or
 - (b) by giving the copy by any other manner that enables the supplier to prove that the consumer has received and retained the copy.
- (4) A copy of the distance sales contract given in accordance with subsection (3) (a) is deemed to be received on the third day after it is sent.

Cancellation of distance sales contract

49(1) ~~A consumer may~~ **In addition to the right of cancellation under section 18.4 (1) [contract cancellation], a consumer may** cancel a distance sales contract by giving notice of cancellation to the supplier

- (a) ~~not later than 7 days after the date that the consumer receives a copy of the contract if~~
 - (i) ~~the supplier does not comply with section 47 [distance sales contract in electronic form], or~~
 - (ii) ~~the contract does not comply with section 48 (2) [required contents of contract],~~
- (b) not later than 30 days after the date that the contract is entered into if the supplier does not provide the consumer with a copy of the contract in accordance with section 48 (1),
- (c) at any time before the goods or services are delivered if the goods or services to be delivered under the contract are not delivered to the consumer within 30 days of the supply date, or
- (d) at any time before the goods or services are delivered if the supply date is not specified in the contract and the supplier does not deliver the goods or services within 30 days from the date the contract is entered into.

(2) If a distance sales contract is cancelled under subsection (1), the following are also cancelled:

- (a) any other related consumer transaction;
- (b) any guarantee given in respect of the total price under the contract;
- (c) any security given by the consumer in respect of the total price under the contract;
- (d) if credit is extended or arranged by the supplier in respect of a distance sales contract, the credit agreement, as defined in section 57 [definitions], whether or not the credit agreement is a part of or attached to the distance sales contract.

Refunds by supplier on cancellation

~~50 If a distance sales contract is cancelled under section 49, the supplier, within 15 days after the notice of cancellation has been given, must refund to the consumer, without deduction, all money received in respect of the contract and in respect of any related consumer transaction, whether received from the consumer or any other person.~~

50 If a distance sales contract is cancelled under this Part, the supplier must refund to the consumer, without deduction, all money received in respect of the contract and in respect of any related consumer transaction, whether received from the consumer or from any other person, within 15 days after the later of the following:

- (a) **the date the notice of cancellation is given to the supplier;**

(b) if the consumer has received goods under the contract and the supplier has complied with section 51 (1.1), the date the goods are returned to the supplier under section 51 (1).

Return of goods by consumer on cancellation

~~51(1) If a distance sales contract is cancelled under section 49, the consumer must return any goods received under the contract by delivering the goods~~

~~(a) to the person or place named in the contract as the person to whom or as the place where notice of cancellation may be given, and~~

~~(b) within 15 days after the notice of cancellation has been given or after the goods have been delivered to the consumer, whichever is later.~~

51(1) If a distance sales contract is cancelled under this Part, the consumer must return any goods received under the contract in accordance with the instructions provided by the supplier under subsection (1.1).

(1.1) The supplier must, within 15 days after the notice of cancellation has been given, provide instructions to the consumer respecting how to return any goods received under the contract, which instructions must be consistent with the supplier's return policies referred to in section 18.2 (q) *[contract contents]*.

(1.2) If the supplier does not comply with subsection (1.1), the consumer

(a) is not required to return any goods received under the contract, and

(b) is, in respect of the goods, discharged from any obligation arising under the contract.

~~(2) The consumer must return the goods unused and in the same condition as that in which they were delivered.~~

~~(3) The consumer may return the goods by any method that permits the consumer to produce confirmation of the delivery to the supplier.~~

(4) The supplier must accept the goods returned under ~~subsection (2)~~ subsection (1) if the goods are unused and in the same condition as that in which they were delivered.

(5) The supplier is responsible for the reasonable cost of returning the goods.

(6) Goods that are returned by the consumer other than by delivery in person are deemed to have been returned at the time the goods are sent.

Part 6 – Credit Reporting

Credit grantor must compensate borrower for contravention

105(1) A credit grantor who contravenes this Act or the regulations must compensate a borrower for any loss the borrower suffers because of the contravention, and the compensation to which the borrower is entitled may be set off against any money then due and payable under the credit agreement.

(2) The balance of the compensation, following any set off under subsection (1), may

- (a) in accordance with the request of the borrower, be set off against the outstanding balance of the credit agreement or paid to the borrower, or
- (b) be recovered in ~~an action under~~ **an action or claim referred to in section 171 [damages recoverable]**.

Contents of reports

109(1) A reporting agency must not include in a report given under section 108 (1) (a) *[to whom reports may be given]* any of the following:

- (a) information, unless the name and address of the source of the information is recorded in its files or can be readily ascertained by the individual;
- (b) information not based on the most reliable evidence reasonably available;
- (c) unfavourable information, other than unfavourable credit information, unless the reporting agency has
 - (i) corroborated the information, or
 - (ii) made reasonable efforts to corroborate the evidence on which the information is based, and the lack of corroboration is noted with and accompanies the information;
- ~~(d) information about a legal proceeding in which the individual is a nominal defendant or in which the cause of action is primarily other than for a liquidated amount;~~
- (d) information about a court proceeding in which the individual is a nominal defendant or about a court or tribunal proceeding in which the cause of action or claim is primarily other than for a liquidated amount;**

Part 10 – Inspections and Enforcement

Division 1 - Inspections

Inspections

149 An inspector may conduct an inspection for the following purposes:

- (a) determining compliance with

- (i) this Act and the regulations,
 - (ii) the conditions of a licence, or
 - (iii) a compliance order, direct sales prohibition order, property freezing order, undertaking ~~or court order~~, **court order or tribunal order** made under this Act;
- (b) assessing an applicant for a licence.

Division 5 — Court **and Tribunal** Proceedings

Damages recoverable

171(1) Subject to subsection (2), if a person, other than a person referred to in paragraphs (a) to (e), has suffered damage or loss due to a contravention of this Act or the regulations, the person who suffered damage or loss ~~may bring an action against~~ **may bring an action in Supreme Court or Provincial Court, or may make a request under section 4 of the *Civil Resolution Tribunal Act* asking the tribunal to resolve a claim, against a**

- (a) supplier,
- (b) reporting agency, as defined in section 106 [*definitions*],
- (c) collector, as defined in section 113 [*definitions*],
- (d) bailiff, collection agent or debt repayment agent, as defined in section 125 [*definitions*], or
- (e) a person required to hold a licence under Part 9 [*Licences*]

who engaged in or acquiesced in the contravention that caused the damage or loss.

(2) A person ~~must not bring an action under this section if an application has been made, on the person's behalf, to the court~~ **must not bring an action, or make a request, referred to in subsection (1) if an application has been made on the person's behalf to a court** in respect of the same defendant and transaction under section 192 [*compensation to consumers*].

(3) The ~~Provincial Court has~~ **Provincial Court and the tribunal have** jurisdiction for the purposes of this section, even though a contravention of this Act or the regulations may also constitute a libel or slander.

Order binding consumer

173.1 Despite any other provision of this Act, a court or the tribunal may order that a consumer is bound by all or one or more portions of a contract, for the period that the court or tribunal determines, if the court or tribunal determines that it would be unjust in the circumstances for the consumer not to be bound.

Part 12 — General

Division 3 — Disclosure of Information and Evidence in Proceedings

Confidentiality

185(1) A person who is engaged in the administration of this Act or the regulations and who has custody of, access to or control over information or records under this Act must not disclose the information or records to any other person except

- (a) if disclosure is for the purposes of the administration of this Act or the regulations,
- (b) with the consent of the person to whom the information or record relates,
- ~~(c) in court proceedings related to this Act, or other similar enactments of British Columbia, another province or Canada,~~
- (c) in a court or tribunal proceeding related to this Act or a similar enactment of British Columbia or a court proceeding related to a similar enactment of another province or Canada,
- (d) if an enactment of British Columbia, another province or Canada requires the disclosure,
- (e) to the person's counsel,
- (f) to a law enforcement agency in Canada, or
- (g) under an agreement with the government.

(2) The person referred to in subsection (1) is not, except in a proceeding under this Act, compellable to disclose or give evidence about information or records the person has custody of, access to or control over.

Offences

189(1) Section 5 of the *Offence Act* [general offence] does not apply to this Act or the regulations.

(2) A person who contravenes subsection (5) or any of the following sections commits an offence:

- (a) section 5 (1) [*deceptive act or practice*];
- (b) section 6 (3) [*record of advertisement*];
- (c) section 9 (1) [*unconscionable act or practice*];
- (c.1) section 14.2 [*contract must not prohibit review – consumer*];
- (c.2) section 14.3 [*dispute resolution and class proceeding term or acknowledgment prohibited – consumer*];
- (c.3) section 14.4 [*dispute resolution and class proceeding term or acknowledgment inoperative – low value claim*];
- (c.4) section 18.3 (1), (2), or (3) [*disclosure to consumer*];

- (c.5) section 20.1 (1) or (2) *[direct sales contract – prohibitions]*;
- (d) section 30 (1) *[prohibition on solicitation]*;
- (e) section 31 (1) and (2) *[requirement for schedule of rates]*;
- (f) section 32 *[requirement to give accurate information]*;
- (g) section 33 *[prohibited charges respecting containers]*;
- (h) section 35 *[preneed cemetery or funeral services contract – initial disclosure statement]*;
- (i) section 40 (3), (4), (5) or (10) *[money received under preneed cemetery or funeral services contract to be held in trust]*;
- (j) section 42 *[restrictions on representations respecting right of interment]*;
- (k) section 46 (1) *[disclosure of information respecting distance sales contract]*;

...

(5) A person must not do any of the following:

- (a) supply false or misleading information to a person acting under this Act;
- (b) refuse or fail to provide information as required under this Act;
- (c) fail to comply with
 - (i) an undertaking,
 - (ii) a compliance order,
 - (iii) a direct sales prohibition order,
 - (iv) a property freezing order, or
 - (v) an order of a court or the tribunal under this Act;
- (d) contravene a provision of a trust agreement under section 40 *[preneed cemetery or funeral services contract]*;
- (e) obstruct, hinder or interfere with an inspection under this Act;
- (f) purport to have a licence when the person does not.

Compensation to consumer

192(1) In addition to a penalty imposed under section 190 *[penalty]*, a court that convicts a defendant of an offence under this Act may order, at the time the penalty is imposed, the defendant to pay to an aggrieved consumer or guarantor, as compensation for pecuniary loss suffered by the aggrieved consumer or guarantor as a result of the commission of the offence, an amount not greater than the monetary jurisdiction specified in the [Small Claims Act](#).

(2) An aggrieved consumer or guarantor, or the Crown prosecutor at the request and on behalf of the aggrieved consumer or guarantor, may apply for an order under subsection (1), unless the aggrieved consumer or guarantor has ~~commenced an action against the defendant under section 171~~ brought an action, or made a request, referred to in section 171 (1) [damages recoverable] in respect of the same transaction.

(3) If the defendant does not comply with an order made under subsection (1)

(a) within the time ordered by the court, or

(b) within 30 days of the order being made, if no time is specified in the order,

the aggrieved consumer or guarantor may enter judgment in the Provincial Court by filing the order with the registrar of the Provincial Court hearing matters under the [Small Claims Act](#) in or near the place where the conviction was entered.

(4) A judgment entered in the Provincial Court under subsection (3) is enforceable against the defendant in the same manner as if it were a judgment rendered in that court in civil proceedings.

Transitional – prohibited contract terms

203.001 Division 4 of Part 2 applies to contracts entered into before, on or after the coming into force of that Division.

Transitional – consumer contracts

203.002 (1) Subject to subsection (2), Part 4, as it read immediately before the coming into force of this section, continues to apply to contracts entered into before the coming into force of this section.

(2) Subsection (1) does not apply to contracts that are renewed after the coming into force of this section.

Transitional – direct sales contract credit agreement

203.003 (1) Section 22, as it read immediately before its repeal, continues to apply to a credit agreement, as defined in section 57, in respect of a direct sales contract, as defined in section 17, entered into before the repeal of section 22.

(2) This section may be repealed by regulation of the Lieutenant Governor in Council.