
DIRECTOR'S ORDER UNDER SECTION 157
OF THE *CONSUMER PROTECTION ACT* (formerly the *Fair Trading Act*)
TO
LIVIO MACKAY
AND
MACKAY INTERIOR FINISHING
AND ANY EMPLOYEE, REPRESENTATIVE, AGENT, OR ASSOCIATE OF
LIVIO MACKAY AND/OR MACKAY INTERIOR FINISHING

This Director's Order was issued under s. 157(1) of the *Fair Trading Act* in response to, in the opinion of the Director, contraventions of the Act. As mandated by s. 157.1(1) of the *Fair Trading Act*, this Director's Order is part of the public record.

Albertans who have questions or concerns about this business are encouraged to contact the Service Alberta Consumer Contact Centre at 1-877-427-4088.

For more information on the *Fair Trading Act*, business licensing in Alberta or to search for a licensed business, please click here:

[Search for a Licensed Business, Charity or Fundraiser](#)

To view a tipsheet on this business licence category, please click here:

[Tipsheets](#)

**DIRECTOR'S ORDER UNDER SECTION 157 OF THE
CONSUMER PROTECTION ACT**

TO

LIVIO MACKAY

AND

MACKAY INTERIOR FINISHING

**AND ANY EMPLOYEE, REPRESENTATIVE, AGENT, OR ASSOCIATE OF
LIVIO MACKAY AND/OR MACKAY INTERIOR FINISHING**

Issues

The Consumer Investigations Unit of Service Alberta and Red Tape Reduction has opened an investigation into the activities of Livio MacKay operating as MacKay Interior Finishing.

The investigation was opened based on intelligence gathered during the 2022 Calgary Home and Garden Show. The Consumer Investigations Unit, South, Service Alberta and Red Tape Reduction obtained evidence that Livio MacKay operating as MacKay Interior Finishing was operating without possessing a Prepaid Contracting Business Licence.

The prepaid contract obtained during the investigation did not comply with the requirements of the Prepaid Contracting Business Regulation.

Legislation

Consumer Protection Act

Section 104(1) No person may engage in a designated business unless the person holds a licence under this Act that authorizes the person to engage in that business.

Section 35 A written direct sales contract must include

- (a) the consumer's name and address;
- (b) the supplier's name, business address, telephone number and, where applicable, fax number;
- (c) where applicable, the salesperson's name;
- (d) the date and place at which the direct sales contract is entered into;
- (e) a description of the goods or services, sufficient to identify them;
- (f) a statement of cancellation rights that conforms with the requirements set out in the regulations;
- (g) the itemized price of the goods or services, or both;
- (h) the total amount of the direct sales contract;
- (i) the terms of payment;
- (j) in the case of a sales contract for the future delivery of goods, future provision of services or future delivery of goods together with services, the delivery date for the goods or commencement date for the services, or both;
- (k) in the case of a sales contract for the future provision of services or the delivery of goods together with services, the completion date for providing the services or the goods together with services;
- (l) where credit is extended,
 - (i) a statement of any security taken for payment, and
 - (ii) the disclosure statement required under Part 9;
- (m) where there is a trade-in arrangement, a description of and the value of the trade-in;
- (n) the signatures of the consumer and the supplier.

Designation of Trades and Business Regulation

Section 10(2) In this section,

- (a) "construction or maintenance contract" means a contract for the purpose of
 - (i) constructing, altering, maintaining, repairing, adding to or improving
 - (A) a building that is used or is to be used by the owner, occupier or person in control of it as the owner's, occupier's or person's own private dwelling, or
 - (B) a structure that is to be used in connection with a building referred to in paragraph (A) and that is located on the same parcel as that building,
 - or
 - (ii) altering, maintaining or improving real property to be used in connection with a building or structure referred to in subclause (i),
- (b) "prepaid contract" means a construction or maintenance contract in which all or part of the contract price is to be paid before all the goods or services called for in the contract are provided;
- (c) "prepaid contracting business" means the activities of soliciting, negotiating or concluding in person, at any place other than the seller's place of business, a prepaid contract.

Prepaid Contracting Business Licensing Regulation

- Section 10** (1) This section applies to prepaid contracts in which the value of the goods or services to be provided under the contract is more than \$200.
- (2) A person who is engaged in the prepaid contracting business must ensure that every prepaid contract that the person enters into
- (a) complies with the requirements of section 35 of the Act, and
 - (b) sets out quality or types of materials to be used under the contract and the services and work to be carried out under the contract.
- (3) A person who is engaged in the prepaid contracting business and who enters into a prepaid contract with a buyer must provide a copy of the signed contract to the buyer
- (a) on or before the date work commences under it, or
 - (b) within 10 days after the buyer signs the contract, whichever occurs first.

ORDER

Livio MacKay and MacKay Interior Finishing and any employee, representative, or agent of Livio MacKay and/or MacKay Interior Finishing must immediately:

- cease entering into prepaid contracts with consumers until the licensing requirements have been met;
- ensure that all prepaid contracts are in writing and include the terms required by the Prepaid Contracting Business Licensing Regulation and the *Consumer Protection Act*.

NON-COMPLIANCE WITH ORDER

ANY PERSON WHO FAILS TO COMPLY WITH AN ORDER OF THE DIRECTOR UNDER SECTION 157 OF THE *CONSUMER PROTECTION ACT* CONTRAVENES THIS ACT AND IS GUILTY OF AN OFFENCE AND MAY BE PROSECUTED PURSUANT TO SECTION 163 OF THE *CONSUMER PROTECTION ACT*.



Scott Hood
Director of Fair Trading (as delegated)
August 16, 2023

