

Consumer Tips

Consumer

Bill of Rights

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Consumer Protection Act

Out of date

Service Alberta, Government of Alberta

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Consumer Bill of Rights

This publication is intended to provide general information only and is not a substitute for legal advice.

For more information regarding this content visit: <https://www.alberta.ca/consumer-protection.aspx> or phone 1-877-427-4088

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## Preamble

Consumers expect protections when they are buying goods and services or signing contracts. Businesses expect a level playing field so they can compete on equal footing. Alberta's *Consumer Protection Act* helps protect consumers from unfair practices and businesses from unfair competition.

Alberta's Consumer Bill of Rights was developed to help businesses and consumers understand their rights and responsibilities in Alberta's marketplace. The bill of rights outlines how the *Consumer Protection Act*:

- ensures consumers are informed about products, services and transactions
- keeps consumers safe from unfair business practices
- gives access to a remedy when harmed, and
- ensures consumers have a right to protect their interests.

The marketplace thrives when business and consumers have confidence they will be treated fairly and ethically.

## Your consumer rights

### The right to be informed

#### **You have the right to:**

- Only be charged for goods or services you requested and agreed to pay for.
- Honest advice whether a part, replacement or repair is needed.
  - Example: A consumer runs into a problem with their garage door not opening and calls a repair shop. The technician comes to take a look and tells the consumer the engine needs to be replaced and gives a written estimate for \$500. The consumer can't afford that right now and declines, but that weekend, an uncle drops by. When he hears about it, he takes a look, opens the engine, reconnects a single wire and fixes the problem.
- Be informed of the full cost of credit when entering into a credit agreement.

- Not be charged more than 10 percent, to a maximum of \$100, of an estimate.
  - You cannot be charged a price for goods or services that is more than 10 per cent – to a maximum of \$100 – higher than the estimate given for those goods or services unless you have specifically agreed to the increase.
    - Example: A repair shop says it will cost \$150 to fix an item, but the final bill comes to \$400 and the business did not contact the consumer to confirm that they still wanted the work done.

## The right to fair treatment

### You have the right to be free from:

- High pressure sales tactics.
  - Subjecting a consumer to undue pressure or influence to buy.
    - Example: A salesperson does not leave when asked and spends four hours in a consumer's home trying to sell a vacuum cleaner.
- Being lied to or misled about a good or service.
  - Representing that goods or services are of a particular standard, quality, grade, style or model if that representation is untrue.
    - Example: A furniture dealer says a coffee table is solid wood when it is really particleboard.
- Being taken advantage of when you cannot understand a transaction.
  - Taking advantage of a consumer's inability to understand a consumer transaction.
    - Example: A seller convinces a consumer who cannot speak or read English to sign a multi-page contract that does not match what they told the consumer verbally.
- Being grossly overcharged.
  - Charging a price grossly exceeding the price of similar goods that are readily available without informing the consumer of the price difference and the reason for the difference.
    - Example: A furnace company charges a homeowner \$5,000 to install a furnace that all other companies in the area charge \$1,500 to install.

- Having a payment taken from you when the business does not intend to provide the good or service.
  - Example: a business accepts a payment for a product or service knowing the business will permanently close its door the next day.
- Being told that a good or service will be provided within a certain timeframe when the supplier knows they cannot deliver.
  - Representing that goods or services will be supplied within a stated time if the supplier knows (or ought to know) the goods will not be available.
    - Example: A hot tub company promises a tub will be installed on Christmas Eve when the seller knows it will not be manufactured and delivered by that date.

## The right to take action when treated unfairly

### You have the right to:

- Cancel a contract without penalty within one year if a business is found to have used an unfair practice.
  - Where a company lied or misled about a good or sale, the consumer may cancel the contract within one year at no cost or penalty.
    - A company is fined for selling imported furniture under the banner 'locally made'. Consumers who have purchased the furniture as a result of this misleading advertising have a right to pursue refund claims.
- Resolve a dispute through the courts without being forced into arbitration.
  - If you have been subject to a loss arising from a breach of the legislation, you have the option of initiating legal action under the *Consumer Protection Act*.
  - Any arbitration related to a consumer transaction must be voluntary and the consumer must agree to participate.
- Make a complaint to Service Alberta.
  - The Consumer Investigations Unit (CIU) investigates complaints from Albertans about consumer transactions where a business may have breached Alberta's consumer protection or tenancy laws. Call the Consumer Contact Centre to help you determine if

you should file a formal complaint. Edmonton and area 780-427-4088. Other areas in Alberta (toll free) 1-877-427-4088.

- Cancel an internet purchase or contract over \$50 within seven days if a business fails to properly disclose the total amount owed or if the goods are not delivered within 30 days of the delivery date. This applies to any transaction involving Alberta residents and businesses for which the offer or acceptance is made in or is sent from Alberta.

## The right to protect your interests

### You have the right to:

- The full protections of the *Consumer Protection Act*. You cannot waive or release your rights, benefits, or protections under the Act, even if a contract says you are waiving your rights.
- Share information about your transaction in the form of a business review.
  - Businesses cannot prohibit reviews in any circumstances.
  - Consumers cannot be sued for filing a legitimate and honest review of a good or service, but are not protected if their review is vexatious, malicious, or otherwise made in bad faith.
- Refuse to pay for goods and services you did not request.
  - Example: A supplier provides goods or services that the consumer did not request, and the supplier attempts to require payment with the justification that the consumer has to inform the supplier they do not want the goods or services.
- Cancel a door-to-door, pre-paid contracting, or timeshare sales contract within 10 days.

### Door-to-door sales

- The *Consumer Protection Act* allows you to cancel a sale within 10 days of receiving your copy of the signed contract if:
  - The purchase was for more than \$25;
  - The purchase was made in person, away from the seller's normal place of business; and
  - The purchase was intended primarily for your personal, family or household use.

- You have one additional day to reconsider the purchase if the last day you can cancel falls on a Sunday or statutory holiday. You do not have to give a reason for cancellation.

## Prepaid contractor

- When a written contract has been solicited, agreed upon or signed at your home or at another location away from the contractor's normal place of business, the *Consumer Protection Act* allows you to cancel the contract up to 10 days after you receive your copy.

## Time share

- The legislation gives you 10 days to cancel a time share or points-based contract. You do not need a reason to cancel. The 10-day period starts the day after you get a copy of the signed contract. You can cancel the contract by personal service, registered mail, e-mail or fax at the address provided by the supplier in the contract. Once you cancel a contract, the supplier has 15 days to refund your money.

## For more information

Consumer Contact Centre

Edmonton: 780-427-4088

Toll-free in Alberta: 1-877-427-4088

[www.alberta.ca](http://www.alberta.ca)

The **Consumer Protection Alberta** Facebook page was created to educate and inform Albertans about consumer issues.



<https://www.facebook.com/ConsumerProtectionAlberta>

A print copy of the legislation can be purchased by calling the Queen's Printer Bookstore in Edmonton at 780-427-4952 or toll-free in Alberta at 310-0000, then 780-427-4952.

These are also free for you to download in the "pdf" and "html" formats. The bookstore also accepts online orders at [www.qp.alberta.ca](http://www.qp.alberta.ca).