
DIRECTOR'S ORDER UNDER SECTION 157

OF THE *FAIR TRADING ACT*

TO

KEVIN OICKLE OPERATING AS KGO WELDING

**AND ANY EMPLOYEE, REPRESENTATIVE, OR AGENT OF KEVIN OICKLE OR OF
KGO WELDING**

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](#)

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ISSUE

On or about March 26, 2015 Kevin Oickle entered into a contract with an Edmonton consumer to construct a metal fence at the consumer's residence. This contract was negotiated at that residence and signed at a restaurant. The total price of this contract was \$18,072.18, which included the requirement to pay \$9036.09 the day it was signed. Mr. Oickle provided the consumer a copy of the contract, which did not include all of the information required in a prepaid contract. The consumer paid the deposit required by the contract. The contract was not completed at the time the payment was made.

This activity constitutes a "prepaid contracting business", requiring a person or business to be licensed under Section 104(1) of the *Fair Trading Act*. A 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 construction or maintenance contract in which all or part of the contract price is to be paid before all of the goods or services called for in the contract are provided. When a business enters into a prepaid contract to provide goods and services worth \$200 or more, this contract must be in writing and include specific terms required by the *Fair Trading Act*.

The fence was not built by the completion date in the contract, and Mr. Oickle had not delivered any materials to the job site. As a result, the consumer sent a cancellation notice to Mr. Oickle, as allowed when a prepaid contracting business does not possess the proper licence or does not provide the proper contract. Mr. Oickle repaid part of the deposit, but the remaining amount has yet to be refunded. When a contractor enters into a prepaid contract without the proper licence, or without including all required information in the contract, the consumer can cancel the contract up to one year from the date the contract was signed. If the consumer cancels, the contractor has fifteen days to return all money paid, after which the consumer and contractor can work out the amount owing for work already done.

Kevin Oickle, operating as KGO Welding, entered into a prepaid contract with a consumer without holding a prepaid contracting business licence, did not include all required terms in that prepaid contract, and failed to refund a deposit after the contract was cancelled as allowed by legislation.

Mr. Oickle was informed of the licensing requirement in July 2015 and stated he would change his business practice so he did not need to obtain a licence. Despite this, there is the potential he may enter into prepaid contracts with residential consumers in the future without a licence, in violation of the *Fair Trading Act*.

ORDER

- Kevin Oickle, either in his own capacity or when acting on behalf of a corporation which he represents or in which he has an interest, must immediately:
 - cease engaging in the activities of a “Prepaid Contracting Business” by soliciting, negotiating, or concluding in person, at any place other than the seller’s place of business, a prepaid contract (accepting down payments, deposits or progress payments before the work is fully completed) with residential 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 *Fair Trading Act*; and
 - ensure full refunds are provided to consumers within 15 days who cancel as allowed by the *Fair Trading Act*.

- Any employee, representative, agent or associate of Kevin Oickle must immediately:
 - cease engaging in the activities of a “Prepaid Contracting Business” by soliciting, negotiating, or concluding in person, at any place other than the seller’s place of business, a prepaid contract (accepting down payments, deposits or progress payments before the work is fully completed) with residential 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 *Fair Trading Act*; and
 - ensure full refunds are provided to consumers within 15 days who cancel as allowed by the *Fair Trading Act*.

NON COMPLIANCE WITH ORDER

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



Scott Hood
Director of Fair Trading (as delegated)
January 5, 2016