

# Consumer Law Essentials

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# Introduction

When you buy something or hire someone to perform a service, you are a **consumer**. Knowing how to protect yourself as a consumer can help you save money and avoid problems. *Consumer Law Essentials* explains your rights for common consumer purchases and contracts, as well as the steps you can take when something goes wrong.


At People's Law School, we believe accurate, plain English information can help people take action to work out their legal problems. This publication explains in a general way the law that applies in British Columbia. **It is not intended as legal advice.** For help with a specific legal problem, contact a legal professional. Some sources of legal help are highlighted in the "Where to Get Help" section. We have tried to use clear language throughout. See the "Glossary" section for definitions of key legal terms, which are also bolded in the text.



Visit the People's Law School website at [www.peopleslawschool.ca](http://www.peopleslawschool.ca)<sup>[1]</sup> for more in-depth coverage of your rights as a consumer and how to deal with legal problems.

## People's Law School

People's Law School is a non-profit society in British Columbia, dedicated to making the law accessible to everyone. We provide free education and information to help people effectively deal with the legal problems of daily life.

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## References

[1] <http://www.peopleslawschool.ca>

# Making a Purchase



This page is used in the Consumer Law Lesson Module, a law-related ESL lesson for newcomers to Canada.

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by People's Law School in March 2017.

When you make a purchase, you are making a **contract**. A contract is a legally enforceable agreement. As parties to the agreement, you and the seller have certain legal rights and obligations.

## The seller must not mislead you



"I got an email saying I was entitled to a 30% 'discount' off any pair of shoes from the Shoes Aplenty website. I bought a pair of loafers. I later learned that I paid the ordinary price they charge everyone. The term 'discount' gave me the impression I was getting a bargain price. I wasn't. That's misleading advertising."  
- Winston, Delta

Under BC law, sellers are not allowed to mislead you to convince you to buy something. In their advertising and in their conversations with you, a seller cannot say anything that has the capability of deceiving or misleading you. For example, a seller must not advertise or tell you that:

- what they are selling has uses or benefits that it does not have
- what they are selling is of a particular standard or quality when it isn't
- they have an approval, status or connection that they don't have
- you are getting a special price or benefit when they are really offering the same thing that you can get somewhere else

There are also federal laws that prohibit sellers from advertising or saying anything that is false or misleading. For example, a seller must not advertise or tell you that:

- what they are selling is on "sale" or "special" unless the price is lower than the ordinary selling price (and they can't artificially increase the ordinary price)
- what they are selling performs at a certain level unless they can prove it (for example, saying they offer "the fastest network in Canada")
- what they are selling is endorsed by someone when that is not true (that is, they can't make up a fake testimonial)

No one actually needs to be deceived or misled for a court to find that a representation is misleading. If the general impression given by a representation is misleading, that is enough. Here are examples of misleading representations:



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- A lender advertising “CMHC Approved” when neither the lender nor their loan has that approval.
- A retailer advertising “Your discount - 50% off all prices shown in this catalogue”, when the discount price is in fact the ordinary selling price.
- A roofing salesperson saying that your house needs a new roof when it doesn’t.

Also against the law are “bait and switch” tactics. That is when a seller advertises something at a bargain price but doesn’t stock reasonable quantities. Once at the store, you discover that what was advertised (the “bait”), is sold out. The seller tries to “switch” you to buy some other (typically more expensive) item. They can’t do that. The seller has to stock reasonable quantities or offer you a rain check. Sellers who break these laws can be fined, jailed, or ordered to compensate consumers who suffer losses.

## The seller must not act unfairly towards you

Under BC law, sellers are not allowed to act unfairly towards you or knowingly take advantage of you.

For example, a seller cannot charge you a price that is far more than what others are charging for the same thing.

A seller cannot subject you to “undue pressure” to force you to buy. An example would be if a seller tells you that you have to sign a contract immediately to get a “special price” they are offering.

As well, a seller is not allowed to knowingly take advantage of you. For example, they can’t get you to buy something that they know you cannot afford.

Nor can they take advantage of any vulnerabilities that you may have that affect your ability to protect your own interests, such as any physical or mental disability, illiteracy or language difficulties. For example, a seller is not allowed to force people whose first language is not English to sign complicated contracts that they do not understand.

If the seller does something unfair, any agreement you sign is not binding on you.

## You are protected by the legal warranty

Under the law, a level of quality, performance and durability is implied into every contract. When you buy something from a business, it has to:

- be of “merchantable” quality (that is, it has to work for its intended purpose and can’t be damaged),
- be fit for the purpose you bought it for,
- be durable for a reasonable period of time, and
- match the description of the goods.

These conditions are sometimes referred to as the **legal warranty**, as they are established by a law called the *Sale of Goods Act* <sup>[1]</sup>. This legal warranty applies regardless of whether the seller mentions it. It is in addition to any warranty the seller or manufacturer provide.

If the item you bought is faulty or doesn't work, the legal warranty gives you the right to get the item repaired or replaced, or to cancel the contract and get a full refund (see the section "If There Are Problems" for more details on your options).



If you buy privately from an individual, the legal warranty is more limited than if you buy from a business. If you buy something from an individual, it has to be durable for a reasonable period of time and match the description of the goods. The conditions that an item be of “merchantable” quality and fit for the purpose you bought it for apply only when you buy from a business.

## When something is sold "as is"

Sometimes, a business will say a product is sold "as is". This suggests that you won't be able to expect help with any repairs or service if there are problems.

But in fact the legal warranty applies to all new products, no matter what the business says. When a business sells a new product "as is", the item must still be of merchantable quality, fit for the purpose you bought it for, and reasonably durable.

The legal warranty **can** be waived for used items. Be cautious if you are asked to waive it. You'll want to be sure you've done everything you can to protect yourself by following the steps in the section "Preventing Problems".



The legal warranty applies to any new product sold by a business, including one sold "as is". But be aware that the legal warranty is the subject of much legal interpretation. To enforce your rights, you might have to go to court. Think twice about any product that is sold "as is", unless you're willing to take the risk that if it doesn't work properly, it might be difficult and costly to get things put right.

## Should you buy an extended warranty?

When you make a purchase, the seller may suggest you buy an "extended **warranty**". This is the seller's promise to cover repairs and maintenance for a given period if there are problems. But be aware that an extended warranty may not give you any more rights than you have already through the legal warranty. If you're thinking about an extended warranty, check its terms:

- How long is it good for?
- Where will you have to go to obtain warranty repairs?
- Does the extended warranty cover parts and service, or just one or the other?

## You can change your mind (for some purchases)



"My friend Jan talked me into going to her yoga studio for a class. I had fun, and the studio was beautiful. I decided to sign up for a membership on the spot. The next day I regretted it. I just can't afford the \$100 per month for a full year. Thankfully I had 10 days during which I could change my mind and cancel, without any penalty. That afternoon I sent the yoga studio an email saying I was cancelling the contract."

- Surita, Vancouver

With some purchases, you can change your mind during a **cooling-off period**.

A cooling-off period means a period of time where you can think about what you bought and change your mind. During this period, you can cancel the contract or return the item without paying any penalty. **You don't need to provide any reason for cancelling.**

The length of the cooling-off period varies depending on what you are buying.

Under BC law, you have a cooling-off period when you sign a contract:

- for a **product or service you buy at home**: for any **direct sales contract**, where you buy something in person at a place other than the seller's permanent place of business, you have a cooling-off period of 10 days after you receive a copy of the contract
- to **join a fitness club or yoga studio**: for any **continuing service contract**, where you receive services on an ongoing basis, you have a cooling-off period of 10 days after you receive a copy of the contract
- for **cellphone service**: you have a cooling-off period of 15 days after your cellphone service begins

- to **lease a car**: you have a one clear day cooling-off period after you sign the lease
- to **buy a newly-built condo**: you have a cooling-off period of seven days after you sign the contract or acknowledge seeing the developer's disclosure statement, whichever comes later

### **Giving notice during the cooling-off period**

If you decide you do not want to go ahead with a purchase during the cooling-off period, you need to give the other party written notice telling them this. Once they get the notice, you have no further legal obligations under the contract.

The number of days starts counting on the day after the cooling-off period begins. Let's say you sign up for a fitness club membership on February 10 and they give you a copy of the contract when you sign up. Your 10-day cooling-off period starts counting the next day, on February 11, and goes up to and including February 20.

### **No cooling-off period**

Even though there is a cooling-off period when you lease a car, there is no cooling-off period when you buy a car. In fact, most purchases have no cooling-off period. Examples of common purchases where there is no cooling-off period in British Columbia include:

- making a retail purchase, whether in a store or online
- booking a flight
- buying or financing a car
- buying a home (except if it's a newly-built condo)

### **What if you change your mind and there is no cooling-off period?**

You get something home and decide you don't like it, can't afford it, or could find it cheaper somewhere else. Can you bring it back even if there is no cooling-off period?

Generally, no you can't. But many retail stores have a return policy that allows you to bring goods back, on certain conditions. They may say items need to be returned within a certain number of days, or items may be exchanged but not returned for a refund. Many stores post their return policy near the cash register or state it on the back of their receipt.

In law, a return policy that is posted in the store or included on your receipt would become a term of your sale contract with the store. The result is that you have the legal right to return items within the terms set out in the return policy.

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## **References**

[1] <http://canlii.ca/t/84c2>

# Hiring Someone

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This page is used in the Consumer Law Lesson Module, a law-related ESL lesson for newcomers to Canada.

**This information applies to British Columbia, Canada. Last reviewed for legal accuracy by People's Law School in March 2017.**

If you hire someone to perform a service, there are some additional legal issues to consider beyond those when you make a purchase.

## Your legal rights

Suppose you hire someone to do improvements on your home. You have entered into a **contract**, a legally recognized agreement.

Similar to when you make a purchase, both you and the party you hire have legal rights and obligations:

- The other party is not allowed to mislead you to convince you to hire them. For example, a plumber isn't allowed to say that your shower needs replacing when it only needs a new washer.
- The other party is not allowed to act unfairly towards you or knowingly take advantage of you. For example, a contractor who knows that you just bought your first home and are financially stretched can't press you to do a luxury kitchen renovation that they know you can't afford.
- With some service contracts, you can change your mind during a "**cooling-off period**". For example, if you hired a house painter after they came to your door to seek your business, you have 10 days after you receive a copy of the contract to cancel it.

In addition, the law says that when you contract with someone to perform a service, the person you hire must:

- use reasonable care
- do the work in a "proper and workmanlike manner"
- use materials of reasonable quality

You have a right to expect that the work will be:

- finished by the date you have agreed, or within a reasonable time if you haven't agreed on a date
- provided at the cost you have agreed, or at a reasonable cost if you haven't agreed on the cost



## Getting a written contract

When you hire someone to perform a service, it is best to have a written contract that is clear about what you have agreed.

The contract should include this information:

- name and address of both parties
- detailed description of the work to be done
- who is to complete the work
- who is responsible for getting and paying for any necessary approvals and materials
- when work will start and when it will end
- detailed breakdown of the cost (including labour, any materials used, and taxes and fees)
- how and when payment will be made
- what will happen if you and the other party cannot agree

The wording dealing with what will happen if you and the other party cannot agree does not need to be complicated. You could say something like:

*"If we have a disagreement under this contract, we will first try to resolve it with the help of a **mediator**. We will each pay half of the mediator's fees."*



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# Making a Contract

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Every time you buy a pair of shoes, sign up for cellphone service, or call a plumber, you are making a **contract**. Given how common contracts are in our daily lives, it's helpful to know something about how they are created.

## How a contract is created

A contract is a legally recognized agreement made between two or more people (called "the parties"). If one of the parties fails to do what it promised, the other can ask a court to enforce the contract.

To be valid, a contract needs these three elements:

- **Agreement:** The parties must agree or have a "meeting of the minds" on the terms.
- **Consideration:** There must be an exchange of something of value to each party.
- **Intention:** Both parties must intend the agreement to be legally binding.

## What is a meeting of the minds?

To form a contract, the parties must come to an agreement or a "meeting of the minds" on the essential terms. The agreement is formed by one party making an **offer** to another party of certain **terms** and the other party freely indicating their **acceptance** of those terms.

This can be done in a number of ways. It can be a conversation that results in an agreement. There may be an exchange of emails in which the parties agree on something. Or it can happen without any real formalities, as when you buy something from a store. By presenting the goods and your money to the store clerk, you are offering to buy the items, and by taking your money, the clerk is accepting your offer.

The acceptance of the offer may consist of words or acts, but it must be an acceptance of the offer as made. A response to an offer that makes any material change in the terms of the offer is not an acceptance; it is a **counteroffer**.

## What is consideration?

Making a contract involves an exchange of something of value to each party. Most often, one person pays money to another in exchange for a good or service. But money doesn't have to be involved. As long as both parties give up something of value, they can make a valid contract. Whatever is given or paid is called **consideration**.



"My friend Steven was looking to sell his car. I was interested, but I didn't have the money. We agreed that in exchange for the car, I would walk Steven's dog every day for one year. Unusual, yes, but it's a valid contract; I'm providing something of value in exchange for the car!"  
- Emily, North Vancouver

Although there must be something of value exchanged in order for a contract to be created, the exchange doesn't need to be even. What is paid by one party need not be comparable in value to what the other party is giving. There can still be a contract, for example, when a person rents out a room in their house to a friend for a nominal amount like \$10 per month. As long as there is an exchange of something of value to each party, the contract will typically be enforceable.

## What does "intention" to be bound mean?

Not all agreements are contracts. For an agreement to be legally enforceable as a contract, both parties must intend to be bound by their promise.

This intention will rarely be stated explicitly but will usually be able to be inferred from the circumstances in which the agreement was made.

For example, offering a friend a ride in your car is not usually intended to create a legally binding relation. But consider if you agree with your friend to drive them to work on a regular basis in exchange for the friend paying you \$20 each week towards the fuel and maintenance costs of the car. Here, the law is more likely to recognize that a contract was entered into.

## Who can make a contract

### Can anyone make a contract?

No. Each party to a contract must have the mental capacity to make the contract. Mental capacity means that you have to understand what is in the contract. It also means that you understand what effect the contract will have on you.

### How old does someone have to be to enter into a contract?

A person of any age can enter into a contract in British Columbia. But special rules apply if a person under age 19 (called a "minor" under BC law) enters into a contract.

A contract cannot be enforced **against** a minor. There are some exceptions:

- if the contract provides the minor with the "necessaries" of life - services that are vital to the minor's health or welfare,
- if on reaching age 19, the minor affirms the contract (that is, agrees to be bound by it), or
- if within one year of reaching age 19, the minor partially performs the contract or doesn't "repudiate" the contract (that is, doesn't reject it).

If none of these exceptions apply, a minor isn't responsible for keeping up their end of any contract they enter.

On the other hand, a minor **can** enforce a contract against an adult party to the contract.



"I agreed to paint my neighbour Harold's fence this summer for \$200. Then my family organized a big summer trip to Europe. My dad told me that because I'm 17, I could get out of the contract to paint the fence without any penalty. Because I'm a minor, I could enforce the contract against Harold, but he can't enforce the contract against me."

- Jordan, Chilliwack

## The contract itself

### Does a contract have to be in writing?

In most cases, no. In fact, most of the everyday contracts we make, such as buying a ticket for a movie or going to the hairdresser, are not put in writing. If the elements of a contract are present, a verbal agreement is just as legal and binding as a written one.

A contract is the **agreement** between people; a written document is usually just **proof** of the agreement.

However, some kinds of contracts **must** be in writing. For example:

- When **real estate** is involved, all agreements must be in writing. An agreement to buy and sell a home must be in writing, and so must the mortgage that makes the purchase possible.
- Contracts containing a **guarantee** must be in writing. A guarantee is an agreement where one party agrees to pay the debt of another person if that person defaults on the debt.
- A "**distance sales contract**" must be in writing. This kind of contract is one that is entered into not in person (for example, online or over the phone) and there is no opportunity to inspect what you are buying.
- A door-to-door sales contract, known under the law as a "**direct sales contract**", must be in writing.
- A **payday loan agreement** must be in writing. Payday loans are small, short term loans - for \$1,500 or less, that must be repaid within 62 days, when the borrower receives their paycheque or other income.



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### Can a contract be made by email?

Yes. Agreements made in emails can be valid contracts. It makes no difference if the agreement is set out on paper or in an electronic format. As long as the elements of a contract are present, a contract can be made by email.

### How can you sign a contract?

Under BC law, there are some contracts you have to sign with a handwritten signature for them to be considered enforceable. Examples are a transfer of land, a will, and a power of attorney.

But for most contracts, you don't have to actually sign a piece of paper to "sign a contract". You can sign most contracts by:

- typing your name into a contract,
- inserting an electronic image of your handwritten signature, or
- clicking on a link that says you agree to the terms and conditions.

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# Preventing Problems

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When you buy something or hire someone, there are things you can do to reduce the risk of legal problems down the road.

## Do your research

If you're buying a product, gather information on the product from credible sources. For example, if you're buying a car, try the Canadian Black Book <sup>[1]</sup> or AutoTrader.ca <sup>[2]</sup> to learn the average price of the vehicle models you are considering. Read reviews from trustworthy sources. Consumer Reports <sup>[3]</sup> is an independent, non-profit source of product reviews.

If you're hiring a service provider such as a contractor or tradesperson, ask for the names and phone numbers of people they have worked for in the past. Phone these references and ask them: what was the quality of the work, was it done on time, and was it within budget?

Contact the Better Business Bureau to find out what they know of the service provider or company you're thinking of doing business with (see the "Where to Get Help" section for contact details).

See what other people are saying about the service provider or company by searching online for their name and the word "reviews" or "complaints".

## Negotiate with confidence

When you make an offer to the seller or other party, say it with confidence. Be polite and reasonable, but firm.

## Have a contract

Even when the law doesn't say that you have to have a written contract, you should have one if you are exchanging something that is worth a substantial amount of money. For example, a written contract is a good idea if you are:

- buying or selling a car
- hiring someone to do home improvements
- buying or selling an electronic device

If a problem arises, you can go back to the written contract rather than argue over "who said what" when the agreement was reached.



Image via [www.istockphoto.com](http://www.istockphoto.com)



A contract doesn't have to be pages long and full of legal terminology. In fact, it's better if the contract is concise and in language all parties understand. See [www.peopleslawschool.ca](http://www.peopleslawschool.ca)<sup>[4]</sup> under "Consumer" for contract templates and tips on how to write a legal contract.

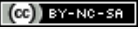
## Read and understand any contract

Read the fine print on any contract before you sign. Don't take the signing of this document lightly.

- Go over every section of the document, including any text on the reverse side of printed pages.
- Ask the other party to explain what things in the agreement mean if you don't understand them.
- Fill in all areas of the document or put a line through them if there are blank spaces.

## Don't rush the decision

If the other party makes a counteroffer to your original offer and you'd like to think about it, that's OK. You can simply stop the deal if you feel like you're being pressured into paying too much or buying additional features.

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## References

- [1] <http://www.canadianblackbook.com>
- [2] <http://AutoTrader.ca>
- [3] <http://www.consumerreports.org>
- [4] <http://www.peopleslawschool.ca>

# If There Are Problems

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This information applies to British Columbia, Canada. Last reviewed for legal accuracy by People's Law School in March 2017.

Sometimes the TV you just bought doesn't work. Or the house painter you hired is doing a lousy job. What can you do?

## Understand your legal rights

If a party does not do what they said they would under a contract, they are in **breach of contract**.

The law offers three different solutions when a contract has been breached.

1. The contract can be **cancelled**. The parties are restored to their original situation.
2. The party in breach can be ordered to pay **damages** to compensate the other party for any loss suffered. The damages are designed to put the injured party in the same position as if the contract had been successfully performed.
3. The party in breach can be ordered to **perform** the contract. The party is basically told they have to do what they promised in the contract.

Take the example of the TV that doesn't work.

1. The contract could be **cancelled**. This would see you return the TV and get your money back.
2. You could be awarded **damages** to compensate you for any loss. This would see the seller have to pay for the TV to be repaired or replaced. As well, if the TV caused any further damage (let's say it caused an electrical short that ruined your DVD player), the seller would also have to compensate you for this loss.
3. The seller could be ordered to **perform** the contract. This would see the seller have to provide you with a working TV.

Which solution applies in a given situation depends on what is wrong and what kind of agreement was made.

One factor is whether any breach relates to a **condition** in the contract. A condition is an essential term in the contract, a term that is so important that without it one or other of the parties would not enter into the contract. When a condition is broken, the contract can be cancelled.

When a non-essential term of the contract is broken, the injured party can recover damages but the contract cannot be cancelled.

## If the seller misled you

A seller is not allowed to mislead you to convince you to buy something. If you relied on a representation by the seller that was misleading or deceiving, you may be able to cancel the contract if the representation related to a condition in the contract.

If the representation related to a non-essential term of the contract, you would be entitled to damages to compensate you for any loss you suffered.

### **If the seller acted unfairly towards you**

If the seller did something unfair or knowingly took advantage of you, any agreement you sign is not binding on you. You can cancel the contract.

### **If something was faulty**

Under the law, a level of quality, performance and durability is implied into every contract. The other party is in breach of this **legal warranty** if something you bought:

- was broken or damaged (not of “merchantable” quality),
- was unusable for the purpose you bought it for,
- broke down after a short period (was not “durable for a reasonable period of time”), or
- didn’t match the description of the goods.

If any of these conditions were not met, you are entitled to cancel the contract. Act immediately if you want to pursue this option. If you wait, it gets more difficult to prove that a fault was the cause of any problem, and not just normal wear and tear.

The legal warranty does not apply if you examined the goods before buying them and ought to have seen any defect.

### **If you change your mind**

With some purchases and contracts, you can change your mind during a "**cooling-off period**" (see the section "Making a Purchase").

If you decide you do not want to go ahead with a purchase or contract during the cooling-off period, you need to give the other party written notice telling them this. Once they get the notice, you have no further legal obligations under the contract.

In providing the written notice, you can use any form of written communication. It’s always best to send the notice in a way that allows you to keep proof of the date you cancelled - such as by email, registered mail, or courier.

## **Step 1. Decide what outcome you are seeking**

Once you understand your legal rights and options, decide what outcome you are seeking. Do you want to cancel the contract and get your money back? Do you want to continue with the contract but get things put right?

## **Step 2. Collect your information**

Collect information related to the purchase or contract.

Collect copies of any documents, such as any contract, receipts, correspondence, advertising, or warranties.

Prepare notes of the problem. Include:

- details of the problem, including when you first noticed it
- anything the other party said that you relied on in making the purchase or contract
- what outcome you are seeking



### Step 3. Contact the other party

Start by finding the right person to talk to about the problem. When there is a complaints department, use it. When there isn't, talk to someone in authority, such as a manager or owner.

You could start with something like this:

*"My name is \_\_\_\_\_. I would like to make a complaint about a product I bought from your company. Could you direct me to the person who handles complaints?"*

They may say that you have to make your complaint in writing. If they do, ask for the name and address you are to send the written complaint to.

When you find the right person to talk to, clearly explain your problem. Be firm and businesslike, but polite. You can say something like this:

*"I bought a \_\_\_\_\_ on \_\_\_\_\_ [date], at \_\_\_\_\_ [location]. I am contacting you because the product: [choose one]*

- *is not working right*
- *cannot do what it is meant to do*
- *was not delivered"*

Let them know you understand what you're entitled to. Tell them what you want them to do to resolve the problem. You can say something like this:

*"I think it is only fair that you: [choose one]*

- *provide me with a refund*
- *replace the product*
- *repair the product free of charge"*

The person may agree to do what you suggest. In this case, ask **when** they will do this. Ask them for their name so you can refer to the conversation later. Follow-up with a written note confirming what was agreed to.

If the person does not agree to do what you suggest, ask who you can contact with a formal complaint. Get the address of that person.

Make notes of your conversation. Date your notes.

## Step 4. Send a complaint letter

If discussing the situation with the other party doesn't resolve the problem, the next step is to send a complaint letter to them.


The letter should cover these points:

- a description of what was bought or agreed to (include the date)
- anything the other party said that you relied on in making the purchase or contract
- details of the problem, including when you first noticed it
- what you have done to try to resolve the problem
- what you want them to do to resolve the problem

You should give a time frame for them to address the problem. Usually 10 working days is sufficient. You can write something like this:

*"I look forward to your reply and to resolving the problem, and will wait until \_\_\_\_\_ [date] before taking my next step. Please contact me as soon as possible at the above address or by telephone at \_\_\_\_\_."*

You can also say what you will do next if they do not address the problem. For example, you might say that your next step will be to file a complaint with the Better Business Bureau or Consumer Protection BC, or to seek legal advice.

	See <a href="http://www.peopleslawschool.ca">www.peopleslawschool.ca</a> <sup>[1]</sup> for letter templates and further tips on how to write a complaint letter.
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## Step 5. Contact a consumer protection agency

If you still do not get a satisfactory response from the other party, you can file a complaint with a consumer protection agency.

For certain types of problems and contracts, one option is Consumer Protection BC. They investigate situations where the other party may have done something unfair or knowingly took advantage of you. As well, they can help resolve problems involving direct sales contracts (such as door-to-door sales), continuing service contracts (such as memberships in fitness clubs or yoga studios), and distance sales contracts (such as online purchases).

Another option is the Better Business Bureau, which receives complaints about local businesses.

See the "Where to Get Help" section for contact details.


## Step 6. Consider legal action

If you cannot solve the problem with the above steps, your next step may be to take legal action. You can consider suing the other party for breach of contract. If you decide to sue, note that there are time limitations on filing lawsuits.

For options for free or low cost legal help, see the "Where to Get Help" section.



See [www.peopleslawschool.ca](http://www.peopleslawschool.ca)<sup>[1]</sup> for information about options in bringing a legal action.

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## References

[1] <http://www.peopleslawschool.ca>

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# Resources

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## Where to Get Help

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Here are options for further information and assistance with consumer problems.

### **Access Pro Bono**

Volunteer lawyers provide free legal advice to qualifying persons who cannot obtain legal aid or afford a lawyer.

Lower Mainland: 604-878-7400

Toll-free: 1-877-762-6664

[www.accessprobono.ca](http://www.accessprobono.ca) <sup>[1]</sup>

### **Better Business Bureau of Mainland British Columbia**

A non-profit organization that assists people in the Lower Mainland and interior BC in finding businesses they can trust.

Toll-free: 1-888-803-1222

[contactus@mbc.bbb.org](mailto:contactus@mbc.bbb.org) <sup>[2]</sup>

[www.mbc.bbb.org](http://www.mbc.bbb.org) <sup>[3]</sup>

### **Better Business Bureau of Vancouver Island**

A non-profit organization that assists people on Vancouver Island in finding businesses they can trust.

Toll-free: 1-877-826-4222

[info@vi.bbb.org](mailto:info@vi.bbb.org) <sup>[4]</sup>

[www.vi.bbb.org](http://www.vi.bbb.org) <sup>[5]</sup>

### **Competition Bureau**

A federal agency that helps consumers make informed purchasing decisions. They help combat deceptive selling practices and scams.

Toll-free: 1-800-348-5358

Toll-free TTY: 1-800-642-3844 (for hard of hearing)

[www.competitionbureau.gc.ca](http://www.competitionbureau.gc.ca) <sup>[6]</sup>

## Consumer Protection BC

A non-profit organization that helps protect consumers in BC. They provide assistance and investigate complaints relating to certain types of consumer problems and contracts.

Toll-free: 1-888-564-9963

[info@consumerprotectionbc.ca](mailto:info@consumerprotectionbc.ca) <sup>[7]</sup>

[www.consumerprotectionbc.ca](http://www.consumerprotectionbc.ca) <sup>[8]</sup>

## Lawyer Referral

The Canadian Bar Association, BC Branch offers referrals to lawyers who can provide a half-hour consultation for \$25.

Lower Mainland: 604-687-3221

Toll-free: 1-800-663-1919

[lawyerreferral@cbabc.org](mailto:lawyerreferral@cbabc.org) <sup>[9]</sup>

[www.cbabc.org](http://www.cbabc.org) <sup>[10]</sup>

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## References

[1] <http://www.accessprobono.ca>

[2] <mailto:contactus@mbc.bbb.org>

[3] <http://www.mbc.bbb.org>

[4] <mailto:info@vi.bbb.org>

[5] <http://www.vi.bbb.org>

[6] <http://www.competitionbureau.gc.ca>

[7] <mailto:info@consumerprotectionbc.ca>

[8] <http://www.consumerprotectionbc.ca>

[9] <mailto:lawyerreferral@cbabc.org>

[10] <http://www.cbabc.org>

# Glossary

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## Acceptance

A promise or act indicating a willingness to be bound by the terms in an offer.

## Breach of contract

If a party does not do what they said they would in a contract.

## Condition

An essential term in a contract; a term that is so important that without it one or other of the parties would not enter into the contract.

## Consideration

Something of value that is given or paid by a party to a contract.

## Consumer

A person who buys goods or services.

## Contract

A legally recognized agreement made between two or more people.

## Cooling-off period

A period of time after signing a contract during which the buyer can change their mind for any reason and cancel the contract for a full refund.

## Counteroffer

A response to an offer that makes any material change in the terms of the offer.

## Damages

Compensation paid to a person for loss or injury.

## Direct sales contract

A contract that is entered into in person at a place other than the seller's permanent place of business.

## Goods

Things that are bought. Goods are also called "products".

## Legal warranty

A level of quality, performance and durability that the law implies into every contract.

## Mediator

A person who helps people resolve conflict by finding their own solutions to their problems.

## Offer

An expression of willingness to contract on certain terms.

## Party

A person directly involved in a contract.

## Term

Any provision in a contract.

## Warranty

A promise a seller makes about the quality of the goods or services sold and what the seller will do if there are problems.



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# About

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## About this Publication

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*Consumer Law Essentials* helps you learn how to protect yourself when you buy something or hire someone to perform a service. This publication explains your rights for common consumer purchases and contracts, as well as the steps you can take when something goes wrong.


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- Legal review: Drew Jackson
- Writing, editing and layout: Drew Jackson, Elena Renderos and Gayla Reid

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### About People's Law School

People's Law School is a non-profit society in British Columbia, dedicated to making the law accessible to everyone. We provide free education and information to help people effectively deal with the legal problems of daily life.



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[www.peopleslawschool.ca](http://www.peopleslawschool.ca) <sup>[2]</sup>



## References

- [1] <mailto:info@peopleslawschool.ca>
- [2] <http://www.peopleslawschool.ca>