



Door-to-door sales



May 2018

If you speak French

In many cases, you have the right to government services and legal proceedings in French, including hearings before French-speaking decision makers. If you have a legal problem, you can ask a lawyer or a community legal clinic about your French language rights.

Si vous parlez français

Il existe de nombreuses situations où vous avez droit à des services gouvernementaux et à des procédures juridiques en français. Ainsi, vous pouvez avoir droit à ce qu'une audience à laquelle vous êtes partie soit tenue devant un décideur qui parle français. Si vous avez un problème juridique, vous pouvez demander à un avocat ou à un intervenant d'une clinique juridique communautaire de vous informer des droits linguistiques liés au fait de parler français.

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Door-to-door salespeople sometimes try to mislead or pressure you into buying something that you may not need or cannot afford. Or they may charge you much more than you would pay at a store.

Ontario's Consumer Protection Act has special rules to protect you when someone is selling anywhere that is **not** their place of business and **not** an auction, market, exhibition, or fair. The most common example of this is a salesperson coming to your home.

The rules apply if you buy or lease goods or services where the total charges are more than \$50 before taxes.

This publication explains your legal rights in these situations.

Note about energy contracts: There are different rules for door-to-door energy retailers. These are companies that try to get you to sign a contract for electricity or natural gas. This booklet does not cover those rules but you can get information by visiting www.oeb.ca/knockknock or calling the Ontario Energy Board at **1-877-632-2727**.

III Should I get something in writing?

Yes, the seller must put the agreement in writing for you to sign. The written agreement must contain all of the following information:

- the seller's name, telephone number, and address
- your name and address
- an accurate description of the goods or services you are buying or leasing
- the price of each item, as well as shipping costs, handling costs, and taxes
- the total of all charges you must pay, when and how you must pay, and what currency the charges are listed in if it is not Canadian dollars
- when and where the goods will be delivered, or when the services will start, how they will be done, and when they will be completed
- a list of your consumer rights under the law and an explanation of any other rights you have to cancel, return, exchange, or get a refund

You can cancel at any time **within one year after you made the agreement** if the written agreement does not have all the required information.

III What if I change my mind?

There is a short “cooling-off” period when you are allowed to change your mind and cancel the agreement. The time limit to do this is **10 days after you get a copy of the signed agreement**. You do not have to give a reason to cancel during this period.

III What if I was misled or pressured into buying?

Sellers are not allowed to use “unfair practices” to convince you to buy their product or service. Unfair practices include making false, misleading, or deceptive statements. For example, sellers must not:

- tell you that the product is of better quality than it really is,
- tell you that it is only available for a limited time if that is not true,
- tell you that you need the product when you really don't, or
- tell you that you are getting a special price or benefit when they are really offering the same thing that you can get somewhere else.

Unfair practices also include:

- taking advantage of any language difficulty or physical, mental, or emotional disability that you may have,
- charging far more than what is reasonable for their product or service, or
- pressuring you to buy something that they know you cannot afford.

If the seller used any unfair practice, you can cancel at any time **within one year after you made the agreement.**

III What if I have not received what I ordered?

If the seller is more than 30 days late in starting to deliver the goods or perform the services, you can cancel **any time**. But you lose this right to cancel if you agree to let the seller deliver late or start the service late.

III What is not allowed to be sold door-to-door?

Sellers are not allowed to sell the following things at your home unless you invited them there for that purpose:

- Furnaces
- Air conditioners, cleaners, and purifiers
- Water heaters
- Water treatment devices
- Water softeners, purifiers, and filters
- Duct cleaning services
- Any product or service that does the job of any of the above.

Sellers are allowed to leave flyers or other advertising at your home. But they are not allowed to contact you or speak to you at your home about these products or services unless you invited them first.

If a seller broke these rules and you signed an agreement for any of these things on or after March 1, 2018, the contract is “void”. This means you do not have to pay anything, even if you have already used the product or service. If you paid anything, you have **one year** to demand a refund from the seller.

If the seller **did** follow the rules to sell you something on the list, they must put a special cover page on the front of the contract. The cover page tells you some of your rights and asks you to confirm that you invited the seller to come to your home.

And there are different rules for what information must be in these contracts. For example, they must include:

- a guarantee that the item will work for the whole term of the contract
- a statement if the item is new, used, or reconditioned
- details about any other contracts between the seller and you for anything on the list

III How do I cancel a door-to-door agreement?

If you want to cancel a door-to-door agreement, first figure out the date you have to cancel by.

Reason	Deadline to cancel
I changed my mind.	10 days after you receive a copy of the agreement.
The agreement does not include all of the required information.	One year after you made the agreement.
The seller used an unfair practice.	One year after you made the agreement.

Reason	Deadline to cancel
The seller is more than 30 days late with delivering my order or starting the services.	No deadline as long as you have not agreed to accept late delivery or late start.
The contract is for something that is not allowed to be sold door-to-door.	Contract is void so no need to cancel, but you have one year after you paid to demand your money back.

If you want to cancel the agreement, you must tell the seller before the deadline passes. It is a good idea to tell them in writing. There are sample cancellation notices on the Ministry of Government and Consumer Services website at www.ontario.ca/mcs.

Your notice should tell the seller the reason you are cancelling or why the contract is void. If you are within the 10-day “cooling-off” period, you do not have to say why you changed your mind.

You should keep a copy of the notice for yourself. Make a note of the date that you mailed, emailed, or personally delivered the notice to the seller.

Once the seller gets your notice, they have 15 days to refund all payments that you made.

If you have already received the items you ordered, the seller usually has to pick them up or pay the cost for you to return them.

III **What can I do if I have a problem with a seller?**

You should first tell the seller exactly what the problem is and what you want them to do to fix the problem. It is best to give them your complaint in writing to help them to understand why you are not satisfied. You should keep a copy of your written complaint for yourself.

If you are not able to work out the problem directly with the seller, you can file a complaint with the Ministry of Government and Consumer Services. There is a complaint form on the Ministry website.

The Ministry can look into complaints and can tell the seller to follow the rules. The Ministry can also take the seller to court for violating the Consumer Protection Act. If the seller is found guilty, they can get a warning, a fine, or even be sent to jail, and they may be ordered to pay some money to you.

To contact the Ministry of Government and Consumer Services:

Toll-free **1-800-889-9768**

Toronto area.....**416-326-8800**

TTY Toll-free **1-877-666-6545**

TTY Toronto area **416-229-6086**

Fax **416-326-8665**

Website..... **www.ontario.ca/mcs**

Email..... **consumer@ontario.ca**

Mailing Address:

Ministry of Government and Consumer Services
Consumer Services Operations Division
77 Wellesley Street West, P.O. Box 450
Toronto, ON M7A 2J6

III What else can I do?

If the Ministry of Government and Consumer Services does not solve your problem, you might want to think about suing in court. If the amount you are asking for is \$25,000 or less, you can file a claim in Small Claims Court. You must do this within 2 years of when you knew about the problem.

For more information about Small Claims Court, contact the Ministry of the Attorney General’s website at www.attorneygeneral.jus.gov.on.ca or call them at:

Toll-free **1-800-518-7901**

Toronto area **416-326-2220**

TTY Toll-free **1-877-425-0575**

TTY Toronto area **416-326-4012**

III For more help

You may need legal help for some situations. Here are some places to try.

Community legal clinics

Some community legal clinics or law school legal clinics can help you with consumer law problems. You must be financially eligible to receive these services. If your clinic cannot help, they might be able to refer you to other services in your community.

To find the legal clinic that serves your area, visit the Legal Aid Ontario (LAO) website at www.legalaid.on.ca or call Legal Aid Ontario at:

Toll-free **1-800-668-8258**

Toronto area **416-979-1446**

Toll-free TTY **1-866-641-8867**

Toronto area TTY **416-598-8867**

Law Society Referral Service

The Law Society of Ontario has a directory of all lawyers and paralegals licensed in Ontario. The Law Society Referral Service can give you the name of a lawyer or paralegal in your area who can give you a free consultation for up to 30 minutes.

Visit the Law Society website at www.iso.ca and click on “**Find a Lawyer or Paralegal**” or call them at:

Toll-free**1-800-268-8326**

Toronto area **416-947-3330**

JusticeNet

JusticeNet is a nonprofit service that helps people who do not qualify for legal aid to find legal help. JusticeNet has a directory of lawyers, paralegals, and mediators who offer help at reduced rates to financially eligible people. Visit their website at www.justicenet.ca or contact them at:

Toll-free**1-866-919-3219**

Toronto area **416-479-0552**

Email..... support@justicenet.ca

Pro Bono Ontario

If you are suing or being sued in court, you may be able to get help from Pro Bono Ontario. This free program offers information about court rules and help with completing court forms. If you qualify, you may also be able to get brief legal advice or, if your case is in Toronto or Ottawa, a lawyer to represent you in court. For more information call **1-855-255-7256** or visit their website at www.probonoontario.org.

III Other information

CLEO has a series of consumer law information resources available online and in print. To order these publications or view them online, visit www.cleo.on.ca or call **416-408-4420**.

CLEO's **Steps to Justice** website has step-by-step information about common legal problems, including debt and consumer rights. Visit www.stepstojustice.ca.

This booklet gives only general information. You should get legal advice about your own situation.

Written by:

Community Law School (Sarnia-Lambton) Inc.

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For our Discard List, or to order or view our publications online, visit www.cleo.on.ca. You can reach us by phone at **416-408-4420**.

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