

**IN THE MATTER OF
THE FAIR TRADING ACT**

THIS UNDERTAKING is made pursuant to Section 152 of the Fair Trading Act.

BY:

**Sun Dial Greenhouses Ltd. o/a
Four Seasons Sunrooms**
202, 2 Athabasca Avenue
In the City of Sherwood Park, in the Province of Alberta,

Leo Paul Chapdelaine (Sole Director & Shareholder)
15400-81 Avenue
in the City of Edmonton, in the Province of Alberta,

(hereinafter called the "**Supplier**")

TO:

The **DIRECTOR OF FAIR TRADING,**

(hereinafter called the "**Director**")

WHEREAS:

- (A) Sun Dial Greenhouses Ltd. is a Supplier as defined by the Interpretation Section of the Fair Trading Act.
- (B) The Supplier's business involved the entering into of "Prepaid Contracts" as defined by the Designated Trades and Businesses Regulation.
- (C) The Supplier is not licensed to conduct a prepaid contracting business in Alberta.
- (D) On March 12, 2002, the Supplier entered into prepaid contract at the residence of _____ to construct a sunroom. The sum of \$19,609 was requested and accepted by the Supplier from _____ before the work was completed.
- (E) On March 19, 2002, the Supplier entered into a prepaid contract at the residence of _____ to construct a sunroom. The sum of \$38,130 was requested and accepted by the Supplier from _____. In this instance the construction of the sunroom was completed by an outside contractor at an additional cost of \$13,078.61 to _____.
- (F) On March 30, 2002, the supplier entered into a prepaid contract at the residence of _____ to construct a sunroom. The sum of \$20,240 was requested and accepted by the Supplier from _____, before the work was completed.

- (G) On April 7, 2002, the supplier entered into a prepaid contract at the residence of
 1. The sum of \$5,000 was requested and accepted by the Supplier from ...
 before the work was completed.
- (H) On May 23, 2002, the supplier entered into a prepaid contract at the residence of
 1. The sum of \$38,124 was requested and accepted by the
 Supplier from before the work was completed.
- (I) The Supplier acknowledges that the contracts were entered into in the ordinary course of his business, while he was unlicensed. Furthermore the supplier states that, as a result of financial difficulties he sold his business to Avcon Services Ltd. (license 310692) operated by Marcel Hammond who completed the contracts in recitals (D), (F), (G) & (H), on behalf of the Supplier.
- (J) The Supplier acknowledges that in the ordinary course of his business, he did unlawfully enter into prepaid contracts with the consumers set out in recitals (D), (E), (F), (G) & (H) without complying with the contract requirements as set out in Section 10 of the Prepaid Contracting Business Licensing Regulation being AR 185/99, contrary to Section 162(1) of the Fair Trading Act.
- (K) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (C), (D),(E),(F), (G), (H) and (J) hereof constitute breaches of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that he has failed to comply with the licensing provisions of the Fair Trading Act and undertakes to the Director that this Supplier will not, at any time hereafter, engage in or allow acts or practices similar to those described in recitals (C), (D),(E),(F), (G), (H) and (J).
2. The Supplier will ensure that in all capacities, either in his name, a trade name, corporation, or a partnership, or in his capacities as employee, declarant of trade names, director, shareholder of a corporation or as agent for another, or parent or subsidiary of another corporation, he will not take deposits or progress payments on construction, renovation, or maintenance contracts in Alberta unless licensed as a prepaid contracting business under the Fair Trading Act.
3. The Supplier will not permit any representative, employee, agent, or partner to carry on or engage in the taking of deposits or progress payments on construction, renovation, or maintenance contracts in the Province of Alberta unless they are unless licensed as a prepaid contracting business under the Fair Trading Act

4. The Supplier will, to the best of his ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to prepaid contracting licensing requirements and unfair practices.
5. It is understood that the Supplier has
 - i) ceased taking deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work.
 - ii) instructed his representatives, employees, or partners not to take deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work;
 - iii) acquainted himself and any of his representatives, employees, or partners regarding the prepaid contracting licensing requirements and unfair practices outlined in the Fair Trading Act.
6. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
 - (a) terminated by the Director or varied with the consent of the Supplier;
 - (b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - (c) terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
7. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act as he may consider necessary.
8. The Supplier will pay to the Director, for deposit with the Provincial Treasurer of Alberta, the sum of Fifteen Hundred (\$1500.00) Dollars, which represents a portion of the costs of this investigation in this matter to the date of this Undertaking. Such payment shall be made forthwith at the time of the signing of this Undertaking.
9. The Supplier acknowledges that he was advised by Alberta Government Services, and is aware that he is entitled to seek independent legal advice regarding the signing of this Undertaking, and the Supplier acknowledges that he is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the *06* day of *FEBRUARY*, 2004, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

Sun Dial Greenhouses Ltd. o/a
Four Seasons Sunrooms

Per *Leo Paul Chapdelaine*

Leo Paul Chapdelaine

ACCEPTED by the Director of Fair Trading this *20* day of *February*, 2004.

George Yates
DIRECTOR OF FAIR TRADING
George Yates