

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

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

BY: **TK Constructions Ltd.**
32 Whitnel Court NE Unit 76
Calgary, Alberta T1Y 5E3

And

Houssein El Takach, Director

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

TO: **The DIRECTOR OF FAIR TRADING,**

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

WHEREAS:

- (A) The Supplier is not licensed to operate a prepaid contracting business in the Province of Alberta.
- (B) The Supplier entered into a prepaid contract with a consumer, who resides in Calgary, Alberta.
- (C) The Supplier did solicit, negotiate, or conclude a construction, renovation, or maintenance contract in person **and** did take a deposit from a consumer at a place other than the Suppliers' normal place of business.
- (D) The Supplier acknowledges that in the ordinary course of business, while unlicensed, Houssein El Takach representing TK Construction Ltd. did enter into a contract with a consumer. The contract was concluded on September 15, 2008, and a deposit was requested. The Supplier accepted a deposit in the amount of \$750 on September 15, 2008 before the work was completed.
- (E) The Supplier acknowledges that in the ordinary course of business, while unlicensed, Houssein El Takach representing TK Construction Ltd. did enter into a prepaid contract with a consumer 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*.
- (F) The Director asserts the he has reason to believe that the acts or practices of the Supplier described in recitals (C), (D) and (E) hereof constitute breaches of the *Fair Trading Act*.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that it has failed to comply with the licensing and referred provisions of the *Fair Trading Act* and undertakes to the Director that this Supplier will not, at any time hereafter, engage in acts or practices similar to those described in recitals (C), (D) and (E).
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 an employee, declarants of the trade names, directors or shareholders of a corporation or as agents for another, or parents or subsidiaries of another corporation they 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 licensed as a prepaid contracting business under the *Fair Trading Act*.
4. The Supplier will, to the best of its 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 licensing requirements and unfair practices.
5. It is understood that the Supplier has:
 - a. ceased taking deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work;
 - b. commenced action to apply and obtain a subsisting prepaid contracting business license;
 - c. 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;
 - d. acquainted himself and any of his representatives, employees, or partners regarding the prepaid contracting business 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. termination 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
 - c. terminated by an Order of a Judge of the Court of Undertaking; or 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 acknowledges that they were advised by Service Alberta, and is aware that they are entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that they are entering into this Undertaking voluntarily.
- 9. The Supplier will pay to the consumer the sum of \$750; to be distributed in three payments in the amount of \$250 each, for three consecutive months commencing January 15, 2010
- 10. It is understood that the terms of this Undertaking shall be maintained as a public record pursuant to Section 152(3) of the FTA.
- 11. The Supplier ensures that qualified trades are used when conducting renovations, should specific certifications be required for the work.

IN WITNESS WHEREOF the Supplier, has on the 16 day of November, 2009 caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

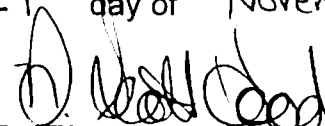
**TK Constructions Limited
32 Whitnel Court NE Unit 76
Calgary, Alberta T1Y 5E3**

PER: 

Houssein El Takach, Director

Houssein El Takach

ACCEPTED by the Director of Fair Trading this 24th day of November, 2009.



DIRECTOR OF FAIR TRADING (as delegated)
Scott Hood