

Understanding Contracts

You are protected under the law when you enter a contract; the Ontario *Consumer Protection Act, 2002* covers the most common types of contracts.

Your Rights

- The final cost cannot be more than 10 per cent higher than the original estimate – unless you agree to the price increase verbally or in writing.
- You have 10 days to cancel a contract for any reason and it must be done in writing.
- You will have to be able to prove that you cancelled the contract – proofs of registered mail, fax or an e-mail receipt are best.
- You cannot sign away your consumer rights and no one can take them from you.
- You can cancel a contract if goods or services are not provided within 30 days of the date promised.

For more information and sample letters visit the Ministry of Government Services' website at www.mgs.gov.on.ca.

Before you contact the Ministry of Government Services to file a complaint, you need to take the following steps:

Contact the service provider clearly outlining your complaint in writing.

Keep proof of delivery of your complaint and any interaction with the service provider.

If you are unable to resolve the complaint with the service provider, contact the ministry.

Help for filing a complaint can be found here:

http://consumerinformation.ca/ComplaintCourier/index.cfm?lang=e&ref_org=5&lctn=ON

Put it in Writing

Keep your letter brief and to the point. Be sure to keep a copy of the letter for yourself before sending it to the service provider in a form you can track [hand-deliver it with a witness, registered mail, courier, e-mail or fax with confirmed delivery].

Some Tips

- Ensure you are familiar with ABA/IBI and its philosophy before entering into a contract with a provider.
- Deal with a provider who has a good reputation with other families; one who is known to be trustworthy.
- Compare prices among providers.
- Get all contracts or promises in writing and keep all documents and receipts.
- Check references.
- If you don't understand the contract, ask to have it explained so that it makes sense to you.
- Keep down-payments to a minimum; 10 percent of the total estimate is fair.
- Remember, if it sounds too good to be true, it probably is.
- If a provider tells you they can **cure** your child, they are lying.

Samples

I. Letter of Complaint

[Your name]

[Your address]

[Date]

[Business/company name and address]

Dear Sir/Madame:

On **[date of the contract]**, I purchased **ABA/IBI services** from you; at a price of... **[Give as much detail as possible – describe types of services]**.

The purchase agreement was made at _____ **[give details about the location of the office, the person you dealt with and any particular or relevant representations made to you about the services]**.

Describe the problem here.

Then state exactly what you want from the ABA provider.

I look forward to your immediate reply. You can contact me at my home telephone number at... **[Conclusion: indicate that you are expecting an early response/resolution to/of your complaint and your emergency and/or other contact information]**.

Yours truly,

Sign the letter and send it by registered mail, fax or courier.

II. Cancellation Letter to Be Used Within 10 Days of Entering an Agreement

[Your name]

[Your address]

[Date]

[Business/company name and address]

Dear Sir/Madame:

On [date of the contract], I signed an agreement in my home [or your office] to purchase ABA/IBI services from you, **at a price of... [Give as much detail as]**.

Today, I want to cancel that agreement. I hereby exercise my right to cancel the agreement under the 10-day cooling off provisions of the *Consumer Protection Act, 2002* and ask that the money be returned to me **[Tell the ABA provider exactly what you want them to do for you]**.

I look forward to your immediate reply. You can contact me at my home telephone number at... **[Conclusion: indicate that you are expecting an early response/resolution to/of your complaint and your emergency and/or other contact information]**.

Yours truly,

Sign the letter and send it by registered mail, fax or courier.

III. Sample of a Cancellation Letter Resulting From Unfair Business Practice[s]

[Your name]

[Your address]

[Date]

[Business/company name and address]

Dear Sir/Madame:

On **[date of the contract]**, I signed an agreement in my home **[or your office]** to purchase ABA/IBI services from you **[Give as much detail as possible]**.

Today, I want to cancel that agreement. I hereby exercise my right to cancel the agreement as a result of unfair business practice[s] as described in the *Consumer Protection Act, 2002* and ask that the money be returned to me **[Tell the provider exactly what you want them to do for you]**.

I look forward to your immediate reply. You can contact me at my home telephone number at... **[Conclusion: indicate that you are expecting an early response/resolution to/of your complaint and your emergency and/or other contact information]**.

Yours truly,

Sign the letter and send it by registered mail, fax or courier.

IV. Sample of a Cancellation Letter Resulting From Non-Disclosure

[Your name]

[Your address]

[Date]

[Business/company name and address]

Dear Sir/Madame:

On [date of the contract], I signed an agreement in my home [or your office] to purchase ABA/IBI services from you [Give as much detail as possible].

Today, I want to cancel that agreement. I hereby exercise my right to cancel the agreement as a result of non-disclosure[s] as described in the *Consumer Protection Act, 2002* and ask that the money be returned to me [Tell the business/supplier exactly what you want them to do for you].

I look forward to your immediate reply. You can contact me at my home telephone number at... [Conclusion: indicate that you are expecting an early response/resolution to/of your complaint and your emergency and/or other contact information].

Yours truly,

Sign the letter and send it by registered mail, fax or courier.