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**Official Report  
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(Hansard)**

**Wednesday 4 December 2002**

**Journal  
des débats  
(Hansard)**

**Mercredi 4 décembre 2002**

**Standing committee on  
finance and economic affairs**

Consumer Protection Statute Law  
Amendment Act, 2002

**Comité permanent des finances  
et des affaires économiques**

Loi de 2002 modifiant des lois  
en ce qui concerne  
la protection du consommateur

Chair: Joseph Spina  
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## LEGISLATIVE ASSEMBLY OF ONTARIO

**STANDING COMMITTEE ON  
FINANCE AND ECONOMIC AFFAIRS**

Wednesday 4 December 2002

## ASSEMBLÉE LÉGISLATIVE DE L'ONTARIO

**COMITÉ PERMANENT DES FINANCES  
ET DES AFFAIRES ÉCONOMIQUES**

Mercredi 4 décembre 2002

*The committee met at 1006 in room 228.***SUBCOMMITTEE REPORT**

**The Chair (Mr Joe Spina):** This meeting of the standing committee on finance and economic affairs will come to order. Could I remind folks that we are sitting from 10 until 12, and then we'll resume at orders of the day, presumably at 3:30. However, this bill has been time-allocated to 4 pm, so at 4 pm there will no longer be any debate but strictly votes on whatever business is left over from the bill.

We have a number of amendments, so this is going to be a busy and full day, folks. We will begin, and I'll ask for the adoption of the sub-committee report. Mr Kwinter?

**Mr Monte Kwinter (York Centre):** Yes.

**The Chair:** Thank you, sir. You did such a sterling job last week that we've asked you to do it again.

**Mr Rob Sampson (Mississauga Centre):** Is that an insult? Did you call him Sterling?

**The Chair:** No. It's a sterling job.

**Mr Kwinter:** This is the report of the subcommittee of the standing committee on finance and economic affairs on committee business.

Your subcommittee met on Thursday, November 28, 2002, to consider the method of proceeding on Bill 180, An Act to enact, amend or revise various Acts related to consumer protection, and recommends the following:

(1) That the committee meet for clause-by-clause consideration of Bill 180 on Wednesday, December 4, 2002, at 10 am and 3 pm.

(2) That the deadline for amendments be Monday, December 2, 2002, at 5 pm.

(3) That the clerk of the committee, in consultation with the Chair, be authorized, prior to the adoption of the report of the subcommittee, to commence making any preliminary arrangements to facilitate the committee's proceedings.

I move adoption of the subcommittee report.

**The Chair:** Is it the favour of the committee to adopt the subcommittee report? All in favour? Opposed? Carried.

**CONSUMER PROTECTION STATUTE LAW  
AMENDMENT ACT, 2002****LOI DE 2002 MODIFIANT DES LOIS  
EN CE QUI CONCERNE  
LA PROTECTION DU CONSOMMATEUR**

Consideration of Bill 180, An Act to enact, amend or revise various Acts related to consumer protection / Projet de loi 180, Loi édictant, modifiant ou révisant diverses lois portant sur la protection du consommateur.

**Mr Bruce Crozier (Essex):** I ask for the committee's indulgence and support. I have four amendments that were to have been filed properly. Those amendments have been distributed to you. They didn't get filed at the appropriate time. That indiscretion has been taken care of in my office, and I would ask for unanimous consent to introduce these amendments as we proceed.

**Mr Marcel Beaubien (Lambton-Kent-Middlesex):** Personally, I don't have any problem with giving my consent with regard to the amendments that have been filed. However, we do have rules at the committee level, and I think we're aware that they have to be filed at certain times. I don't want to be critical, but I think it makes life a little easier if we do file them on time.

**Mr Crozier:** You can be as critical as you like.

**Mr Beaubien:** But I am certainly not opposed to agreeing with you.

**Mr Sampson:** Just say nay.

**The Chair:** Mr Beaubien still has the floor.

**Mr Beaubien:** I have no objection to accepting the motion.

**The Chair:** Do we have unanimous consent? Agreed? Carried.

**Mr Crozier:** Thank you.

**The Chair:** The amendments for the Liberal Party will then be entered into the record for consideration.

**1010**

**Mr John O'Toole (Durham):** That's these amendments here, 20(a) and 20(b) and 50(a) and (b)?

*Interjections.*

**The Chair:** All right, we can interfile those, then.

This is Bill 180, An Act to enact, amend or revise various Acts related to consumer protection, under the Honourable T. Hudak.

What we will ask is that sections 1 through 7, which is the entire bill, be postponed until we go to the five schedules at the end of the bill. First of all, since the

amendments all apply to schedules A to E in the bill and, in addition to that, sections 1 to 7 cannot be carried until the amendments are made to schedules A to E, I would ask that you go to schedule A.

**The Chair:** Are there any comments, questions or amendments to any section of schedule A?

**Mr Gilles Bisson (Timmins-James Bay):** Mr Chair, on a point of order: I wasn't here at the beginning. Have you accepted the Liberal amendments?

**The Chair:** Yes.

**Mr Bisson:** OK, just so that I know.

**The Chair:** Liberal amendments 20(a) and (b) and 50(a) and (b) will be inserted in the appropriate place.

**Mr Bisson:** OK.

**The Chair:** We are now moving to schedule A. I believe the first motion is on the government side.

**Mr Beaubien:** I move that the definition of "goods" in section 1 of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be struck out and the following substituted:

"goods" means any type of property; ('marchandises')."

If I may give you a bit of background, the proposed amendment takes a more general approach to defining "goods," to increase the clarity of the statute's broad scope, particularly with respect to subsection 104(2). That subsection intends to bring real estate transactions within the part of the bill dealing with false advertising.

**The Chair:** Is there any comment on the proposed amendment? There being none, shall the amendment carry? All in favour? Opposed? Carried.

We go to the second amendment, a government amendment.

**Mr Beaubien:** I move that the definition of "officer" in section 1 of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by striking out "any other individual who performs functions for the corporation normally performed by an individual occupying such office" and substituting "any other individual who performs functions normally performed by an individual occupying such office."

To bring some clarity to this change, partnerships as a form of business organization are already covered by each of the proposed acts. The proposed amendments to the definition of "officer" are to ensure the anti-avoidance language of the definitions, drafting covers, partnerships, as well as corporations.

**The Chair:** Is there any discussion on the proposed amendment?

**Mr Bisson:** Just a procedural thing. I'm looking for a copy of the bill in the binder. I'm trying to relate it to my amendments.

**Mr O'Toole:** It's in the first tab.

**The Chair:** I believe in your binder there is no copy, but we are in the process of obtaining a copy of the bill.

**Mr Bisson:** So you'll bring me a copy?

**The Chair:** We will bring you a copy of the bill as soon as we have it available.

**Mr Bisson:** That's all I need. It's easier to follow if I have the bill.

**Interjection:** It actually fits to the pieces of the first section.

**Mr Bisson:** When you go through this, you've got to go searching high and low to relate the amendment to the comments.

**Mr Kwinter:** I just got this binder this morning. It's very difficult. I usually like to know what I'm talking about. I just want to get a clarification from somebody who knows something about this, just so I know. What is the implication of taking out "for the corporation" in that amendment? That's the only change that seems to be made. It says, "...individual who performs functions normally performed by an individual occupying such office". The only thing that's really been changed is taking out "for the corporation". I just want to know the implication.

**Mr Beaubien:** I'm certainly not a lawyer. I would ask that representatives from the ministry come forward and explain that to Mr Kwinter.

**The Chair:** Would the individuals please identify themselves for the purposes of Hansard.

**Mr Rob Harper:** Certainly. I'm Rob Harper, the project manager of this issue for the ministry.

Taking out the words "for the corporation" means that when the definition talks about people who aren't necessarily named as being this but are acting as it and therefore should be comped—if we said "for the corporation", that principle would only apply to people who were acting as officers of corporations without being declared to be so. When you take out those words, it means the language is then broader and people who are acting as partners, even if they don't declare themselves to be so, would be treated as such. That's why it's termed an anti-avoidance provision; it's not just what you call yourself that counts, it's what you're actually doing that counts.

**Mr Kwinter:** My concern is that if there is ever litigation and someone is an officer of the corporation, by the mere fact that they are an officer of the corporation and represent the corporation, they can be held accountable. If someone is not, and is just an employee who is acting on behalf of them, they are not accountable. I just don't understand why it would be put in there. I can understand that it would be more convenient for someone to be able to represent the corporation, but they're not accountable unless there is some specific delegation of authority to them, where they are standing in fact in the shoes of the corporation.

**Mr Harper:** The definition of officer is used in particular places in the bill, both in Schedule A of that act and then in the other three acts, and in each case it is done to impose, in that particular instance, obligations on officers of corporations which otherwise would not be put upon them. So in the offence provision of each bill, if their company has committed an offence, the officers and directors of the corporation can also be held accountable, and then, within one section of the Consumer Protection Act with respect to one of the remedies provided in the

act dealing with the difficult form of consumer misrepresentation for advanced fees, officers and directors can also be held liable.

I think your question may be going to the question: is the bill trying to bring officers and directors more or less into liability than they would generally be at law? The bill isn't trying to do that when it defines who an officer is. This is for those particular sections that deal with offences and liability in a subsequent section of the act, in part 5, I believe.

**The Chair:** Are there any other questions on this amendment?

**Mr Beaubien:** I would request your permission that we keep the representatives from the ministry at the desk, so that if we do have questions as we proceed, it will facilitate the process.

**The Chair:** I'd ask Mr Harper if he would be available. Thank you. I'm sure you will be, as a matter of course.

Is there any other discussion on the second amendment to section 1 of schedule A?

All in favour? None opposed? Carried.

Shall section 1 of schedule A, as amended, carry? Carried.

There are no amendments from section 2 to section 6 of schedule A.

Shall sections 2 to 6 of schedule A carry? Carried.

## 1020

**Mr Sampson:** Is someone going to bring our attention to the Liberal amendments when they come up, because I haven't inserted them in my—

**The Chair:** Yes, we will, Mr Sampson.

Section 7 is an NDP amendment. Mr Bisson.

**Mr Bisson:** On behalf of my colleague Mr Christepherson, who prepared all these amendments, on which I've been thoroughly briefed, I would like to present the following amendment under schedule A of the bill, section 7 of the act.

I move that subsection 7(2) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by striking out "given under this act" at the end of the subsection.

If you want a bit of explanation, as I understand it from what Mr Christepherson has been telling me, in his view it would allow it to expand consumer legal rights beyond what is specified within the bill.

**The Chair:** Are there any other comments on this proposed amendment?

**Mr Sampson:** Could I ask counsel for an interpretation of the effect of that amendment?

**Mr Albert Nigro:** The section as it now reads allows a consumer to seek a remedy in the Superior Court of Justice under this statute, notwithstanding the existence of any term or acknowledgement in a consumer agreement or a related agreement that requires or has the effect of requiring disputes going to arbitration. That's been the subject of some court decisions recently, and my friends from the ministry can speak more to that than I can.

By removing those words under this act you're suggesting that a consumer can seek a remedy in the Superior Court of Justice for any cause of action which the consumer may have under the agreement, despite the existence of the requirement that it go to arbitration. The section as it currently reads only allows you to seek a remedy that is made under this statute to go to a court.

**Mr Bisson:** The way it was explained to me yesterday by David is that what he's attempting to do here is protect other people who otherwise would not be able to seek a remedy through this act. That's basically what the argument is.

**Mr Sampson:** Can I get the plain-language version from the ministry, if you don't mind?

**Interjection:** It was very clear.

**Mr Harper:** I think what is being addressed here is an issue that has occasionally been discussed; that is, it's not uncommon in contracts, including consumer contracts, for the parties to agree that if down the road they have an agreement of dispute, that dispute will go to arbitration. That then becomes a binding aspect of their agreement, and if indeed there is a dispute, they go to arbitration rather than suing. What the bill says is that if the consumer is suing to enforce a statutory remedy under the act, such agreement to arbitrate doesn't bind them. It still could go to arbitration if they agreed to, but it would not bind them because it's a statutory remedy. I won't take up more of the committee's time than is essential, but that has to do with the nature of the specific remedies provided in the act.

What I think the amendment would do is say that, generally speaking, no pre-commitment to arbitration would necessarily bind the consumer. The consumer would always have the option of taking that issue before the courts. I can keep talking if you want, or I'll just stop at that point, in terms of explaining what the issue is about.

**The Chair:** Any further comments or questions?

**Mr Bisson:** I think he was fairly clear in explaining.

**The Chair:** Mr Bisson has moved the amendment. All in favour? Opposed? I think we've got 3 to 2 here. Carried—I mean, defeated.

**Mr Bisson:** No, it's 3 to 3. You've got to break the tie, and you've got to vote with the amendment, with whoever moved it. That's traditional. That's how it works.

**The Chair:** The bill will remain as it is. Therefore the amendment is defeated.

**Mr Bisson:** Just for clarification, by tradition, doesn't the Chair normally break a tie by voting with the proposer of the amendment?

**The Chair:** The Chair's vote, from what I've been advised, is to leave the bill the way it is, as opposed to introducing any amendments.

**Mr Bisson:** I'm highly shocked and incensed.

**The Chair:** Thank you, Mr Bisson, for your comment. I will be voting to defeat the—

**Mr O'Toole:** If I may, I'd request a short recess of five minutes.

**The Chair:** Recess for five minutes.

*The committee recessed from 1025 to 1030.*

**The Chair:** The committee will come back to order.

The NDP amendment was defeated.

Shall section 7 of schedule A carry? Carried.

Section 8: no amendments.

Shall section 8 of schedule A carry? Carried.

Section 9: there are two NDP amendments.

**Mr Bisson:** I'm so happy to be here amongst you this morning, my colleagues.

I move that section 9 of the Consumer Protection Act, 2002, as set out in schedule A to the bill to be amended by adding the following subsection:

"Deemed manufacturer's warranty

(2.1) A manufacturer of consumer goods sold at retail premises shall be deemed to have given the consumer the same implied warranties and conditions as apply to a sale of the goods to a consumer by a supplier, and such implied warranties and conditions shall be in addition to any express warranties given by the manufacturer to a consumer of the goods."

**The Chair:** Any comment on the proposed amendment?

**Mr Sampson:** Do you want to give us the plain-language version of that, Gilles? I'll take either one, the legal interpretation or the plain language one.

**Mr Bisson:** No. Get the ministry. I'm fine.

**Mr Sampson:** What would this amendment do?

**The Chair:** Hang on a minute. Who are we asking this question of? Mr Harper? Thank you, Mr Harper.

**Mr Harper:** I believe, and please correct me if I'm wrong in describing the intent, that what this is attempting to do is alter what would be known as privy of contract. Ordinarily, if I am a consumer and I buy something from a retailer, my contract is with the retailer, because that is the person with whom I dealt. This would say that in respect of implied warranties there would be established a statutory basis for a relationship between the consumer and the manufacturer, aside from the retailer.

**Mr Sampson:** Because the manufacturer had an implied warranty to the retailer. Is that the reason why?

**Mr Harper:** The ordinary course of these things is that you would take the obligations up a chain that might also include a manufacturer or an importer or a distributor, however many contractual hands something has passed through on the way to the retailer. Yes, if the manufacturer sold directly to the retailer—

**Mr Sampson:** If the manufacturer has an implied warranty to the retailer, this amendment would have that flow through to the consumer, even though there wasn't a similar contract between the consumer and the retailer. Is that correct? So there is an implied warranty between the manufacturer and the retailer. What this amendment is trying to do is attach the consumer's interest to that implied warranty. Is that correct?

**Mr Harper:** I want to be very careful about trying to characterize what the legal effects of an amendment prepared by others are. I'm not sure it would have precisely the effect you are describing.

**Mr Kwinter:** Mr Chairman, I'm sure all members got the submission that was presented by a professor emeritus of law at the University of Toronto, a professor of commercial law at Osgoode Hall, a professor of law at the University of Toronto and an associate professor of law at the University of Western Ontario.

They address this specific issue, and their concern, as spelled out in their brief, is that by doing this you may put the consumer in a position where they have to deal with the retailer, who may not have the financial ability to honour the warranty or may not even be in business any more. So if you try to impose the obligation, what you have is—I'll give you an example. If you go to a flea market and a guy has an appliance that is made by a recognized, national distributor and he sells it to you, good luck if you think you are going to try to find this person to get him to honour a warranty, whereas you can certainly go to the manufacturer, who is there. So the question is, does the manufacturer evolve his rights to the warranty to anyone who sells that product in a new condition? That's the concern that the various law professors have. They are saying that the factual reality is that you could change it to do that, but in practice it's going to have little effect because the ultimate honouree of the warranty is going to have to be the manufacturer.

**The Chair:** Any further comments?

**Mr Bisson:** I'm just going through the notes here. To tell you the truth, I had a bit of a problem trying to understand it myself. I understand from David's explanation that what this does, in effect, is try to make sure that the warranty that is implied by the manufacturer is in fact passed on to the consumer, because at times we may have a problem with the retailer who is trying to get to that particular issue. I'd like to ask legal counsel whether that's his interpretation of that.

**Mr Nigro:** I'm not a commercial lawyer. One of my colleagues from the Ministry of Consumer and Business Services is here, and she may have a better take on this. Under the Sale of Goods Act there are implied warranties; however, in commercial arrangements you can contract out of them. I suspect that in most commercial arrangements, whatever warranties are attached to the goods are subject to the agreement and not part of the Sale of Goods Act. So I don't know that you would be passing on implied warranties in the sense that you mean it, because the implied warranties are raised as a matter of statute. Under this statute, in the sale of goods, you cannot contract out in a consumer transaction. What the amendment purports to say is the same implied warranties in the Sale of Goods Act apply to the manufacturer and you can't contract out. You've created, as my friend Mr Harper has said, a fiction of privity of contract as between the consumer and the manufacturer. I'm sorry if that may not be particularly clear, but that's what I understand the law to be.

**The Chair:** Any further discussion?

**Mr Sampson:** I get what you're trying to do. I just don't have confidence that this language is doing it, so I

will not support it. But I think I know what you are trying to do.

**The Chair:** Any further discussion on the amendment?

**Mr Bisson:** Just on that, just quickly, without wasting too much time, is there an agreement to make some changes to this amendment in order to make that happen?

**Mr Sampson:** I don't know how we do that in the scheme of the time that we have.

**Mr Bisson:** Then just on a separate issue, it seems to me that the problem we often get into in doing legislation is that we are not given the amount of time in committee to deal with this stuff, so that when all parties agree that we should be doing something that's for the benefit of the public, we get caught up by our own time allocation motions. I'm just bemoaning time allocation motions on this point.

**The Chair:** Any further comment on the proposed amendment? I'll call the question.

All in favour of the amendment? All opposed? Defeated.

The next amendment, number five, is also an NDP amendment.

**Mr Bisson:** I move that section 9 of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following subsection:

"Implied warranties and conditions extended to family

"(5) Any implied condition or warranty under the Sale of Goods Act or any deemed condition or warranty under this act that apply to a consumer agreement shall be deemed to apply to any member of the consumer's family who are living with the consumer at the time of the consumer transaction."

**The Chair:** Any comments on the amendment?

**Mr Bisson:** Again, I have been told by Mr Christoperson that what he's trying to get at here is to protect the families of the purchasers.

**Mr Kwinter:** Without trying to belabour the point, I'm just going on this panel of what I assume are experts and their comments—they feel there is a legal problem in that the original purchaser is going to have to delegate his right to seek redress to a member of the family. That could create some legal problems as to how that happens. I know I'm splitting hairs, but the big problem we have is that someone buys it and then some other member of the family is trying to claim under the warranty and, under law of contracts, they may not be able to unless they can show there has been a legal delegation of that right to that person. I don't know how you do that.

**1040**

**Mr Bisson:** An example of that in the discussion I've had with Mr Christoperson is, let's say you purchase a good or service, let's say I happen to do that, and for whatever reason—you're deceased or whatever the issue might be—you're not around while you're still within the warranty. In order to extend that warranty to the family, because it was an item that was purchased by one person on behalf of the family—it could be anything from a car

to you name it. It was just a way of making sure that, for whatever reason the original purchaser is not there any more, the warranty still applies.

I've got a couple of cases like that. For example, in one particular case I dealt with back in my riding, a couple had a contractor come in and build a house. Unfortunately, there was a separation just after the house was built, and we won't get into that. What ended up happening, which was a little bit unfortunate, is that the wife's name didn't end up on the deed—don't ask me how that happened—and it got kind of messy when the separation happened. So the husband, who actually owned the house, was trying to prevent the warranty from happening on the repairs that needed to be done to the house to correct the contractor's errors in construction. It got quite complicated. It deals with those kinds of situations.

**The Chair:** Just before we get to Mr Beaubien, there's a little technicality here. You'll find your microphones are being left on because there is a technical problem. If you want to turn them off, you can manually do so, but you may have to manually turn them on again.

**Mr Sampson:** Mr Chair, thank God Mr O'Toole's microphone is not working.

**The Chair:** Thank you, Mr Sampson. I believe Mr Beaubien is next. You have the floor, sir.

**Mr Beaubien:** I have a concern with this amendment. I can see where Mr Bisson is coming from, trying to extend protection to the consumer. But, in his words, like he said, you can get into a messy situation because the name of the wife was not on the deed in this particular situation. I don't know. We have lawyers.

It says, "to apply to any member of the consumer's family who are living with the consumer at the time of the consumer transaction." Does that mean the warranty would only apply to whoever was living with you when you purchased that and even if they're not living with you after you've done the transaction, the warranty still applies? It's very vague, and I think we're only confusing the argument here.

**Mr Bisson:** Let's just keep it simple. You go out and buy a car and there's a warranty on the car. I think that normally the manufacturer would recognize the warranty—I would hope. But there's a situation where you buy a car as a family car and all of a sudden the original person in whose name the car is is deceased. Making sure the warranty keeps on applying to that particular car, the full extended warranty, is what we're trying to get at here on goods and services. It's just to make sure that if somebody purchases something and, for whatever reason, the person who made the original purchase is no longer there while the warranty is still in force, the item that's been purchased for that family is covered by the warranty. That's what that's all about.

**The Chair:** Any further comment? There being no further comment, I shall call the question.

All in favour of this amendment? All opposed? Defeated.

Shall section 9 of schedule A carry? In favour? Opposed? Carried.

Sections 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 have no amendments. Shall those sections carry? Any opposed? Carried.

Section 20 has a government amendment.

**Mr Beaubien:** I move that the definition of “personal development services” in subsection 20(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be struck out and the following substituted:

“personal development services” means,

“(a) services provided for,

“(i) health, fitness, diet or matters of a similar nature,

“(ii) modelling and talent, including photo shoots relating to modelling and talent, or matters of a similar nature,

“(iii) martial arts, sports, dance or similar activities, and

“(iv) other matters as may be prescribed, and

“(b) facilities provided for, or instruction on the services referred to in clause (a) and any goods that are incidentally provided in addition to the provision of the services; (‘services de perfectionnement personnel’)”

**The Chair:** Is there any comment on the proposed amendment?

**Mr Bisson:** Could you explain what you’re trying to do here? I just need a quick explanation.

**Mr Beaubien:** The definition of “personal development services” is proposed to be amended to align more closely with the current Prepaid Services Act in that the term covers enumerated types of services and those similar to them. The bill proposed a much broader definition which could, for example, bring all educational services under this particular definition.

**The Chair:** Any further comment on the proposed amendment?

All in favour? All opposed? Carried.

Amendment number 7 is a government motion.

**Mr Beaubien:** I move that subsection 20(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following definition:

“remote agreement” means a consumer agreement entered into when the consumer and supplier are not present together;”

**The Chair:** Any comment on the proposed amendment?

All in favour? Opposed? Carried.

Number 8; a government amendment.

**Mr Beaubien:** I move that subsection 20(2) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be struck out and the following substituted:

“Limitations on cancellation

“(2) Despite sections 90 and 91, in the prescribed circumstances, the effect of cancellation of a consumer agreement to which this part applies by a consumer and the obligations arising as a result of the cancellation of the agreement may be subject to such limitations as may be prescribed.”

If I may explain this section, cross-references are amended to include both relevant sections to the bill, adding section 91, and to clarify that obligations may be limited, as well as effects. Limiting effects alone would not fulfill the section’s intent, as the bill also proposes obligations when consumer agreements are cancelled.

**The Chair:** Is there any comment on this amendment?

Seeing no comment, all in favour of the amendment? Opposed? Carried.

Shall section 20 of schedule A, as amended, carry? Carried.

Sections 21, 22, 23, 24, 25, 26 and 27 have no amendments. Shall those sections of schedule A carry? Carried.

Section 28 of schedule A: there is a government amendment.

**Mr Beaubien:** I move that subsection 28(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by striking out “required under section 27.”

To give you a brief explanation, this amendment addresses a proposed cooling-off remedy and clarifies its application vis-à-vis remedies for failing to deliver required copies of consumer agreements. The bill has used an approach that can be argued to create an indefinite cooling-off right under contracts when disclosure obligations aren’t met. Since the clock would never start on when their cooling-off period ran, the intent was to limit the statutory remedy for faulty disclosure to one year. The proposed amended approach is more consistent with Ontario’s harmonization obligation in areas such as direct sales, and the original approach can be argued as violating the harmonization agreement. Under the revised approach, a consumer has 10 days from receiving the written copy of an agreement to use the cooling-off right.

**1050**

**The Chair:** Any further comment on this proposed amendment?

**Mr Kwinter:** From what I can see, the only change that’s been made in this section is that you’ve removed “required” under section 27, and section 27 says, “Every time share agreement shall be in writing, shall be delivered to the consumer and shall be made in accordance with the prescribed requirements.”

I’m not exactly sure why you’re striking out those provisions in the immediate section just preceding, which is very simple and just says that everything has to be done in writing and has to be delivered to the consumer under the prescribed requirements. You’re saying that you want to take that particular section out of section 28. I’m not saying it’s wrong; I just don’t understand.

**Mr Beaubien:** We certainly can get a further explanation from the legal department or our legal expert.

**The Chair:** Mr Harper or counsel from the ministry—your choice.

**Mr Harper:** Looking at what sections 27 and 28 do, they both create something and then give it remedy. What 27 does is, say you have a cooling-off period of 10 days; when does that start running? When you get a

written copy of your agreement. The way the bill had proposed it, however, for a written copy to count in order for that 10 days to start running, it would have to have all of the prescribed requirements. For example, let's propose that under that section 28, down the road, the government has described a list of disclosures that must be in all time share agreements. If it was a faulty agreement under 28, the clock wouldn't start running.

What the amendment proposes is a separate division, because if under 28 it's a faulty agreement, you don't get 10 days to cool off; the bill says you get one year to cool off. So the bill has its own remedy if the written agreement is faulty. What the amendment does is de-link the issue of when your 10 days start. When you get a written copy of the agreement, is that written copy itself faulty or not?

**Mr O'Toole:** If you look at section 28(2), it explains that further. That's what Rob is saying there. The consumer may cancel the time share within one year after entering into it if the consumer does not receive a copy of the agreement. And that section is better, in terms that it explains that you get one year if there's a fault within the agreement. Isn't that what it says?

**The Chair:** Any further comment?

**Mr Kwinter:** Well, without belabouring the point, the issue is this: section 28(2) is not being amended. There's no government amendment to change that, and it provides for requirements under section 27. Section 27 doesn't even talk about a cooling-off period. All it says is, "Every time share agreement shall be in writing, shall be delivered to the consumer and shall be made in accordance with the prescribed requirements." That's all it says. It doesn't talk about anything else.

Then in section 28, it talks about the cooling-off period and about "required under section 27." This amendment says we want to take out "required under section 27", but then in 28(2), which deals with exactly the same issue, it's left in. I don't understand why it's being taken out of that particular section when it's still in there under 28(2).

**Mr Beaubien:** If I may, I think one deals with the cooling-off period and the other one, under section 28(2), deals with failure to meet requirements. I think those are the two issues we're trying to differentiate.

**Mr Sampson:** I think what it's trying to do, and maybe it's bad language—but then again, who am I to argue about the legal language? It's trying to allow for section 28(1) and (2) to work in conjunction with each other. My reading is that if you take away 28(1), as suggested in the amendment, it basically allows for the existence of 28(2), which is the termination of the agreement within one year if you get a copy of an agreement that doesn't meet the conditions that have been prescribed. I think what they're worried about is that if you get an agreement that doesn't meet the conditions that are prescribed within 10 days, you may end up, the way it's currently written, not having any cooling-off period. I think that's what you're trying to—is that correct?

**The Chair:** May I suggest that legal counsel for the ministry give an opinion?

**Ms Christophe:** I'll take my shot at trying to explain this. Section 27 states, as you indicated, that there are three requirements for a time share agreement: in writing, delivered to the consumer and whatever else is stated in the regulations. Subsections 28(1) and 28(2) are trying to deal with two separate issues. Subsection 28(1) is setting up a cooling-off period. A cooling-off period is typically set up because you're involved in a type of transaction in which there has been some pressure on the consumer and they need time to think about it. Section 28 is stating that you've got 10 days after entering into the agreement to cool off. It's deliberately meant to be a relatively brief period of time. But if you leave the words "required under section 27" there, then that cooling-off period can be eternal, if you will. For example, if the prescribed requirements are a list of 20 items and one of them is that the business has to put its phone number down and they don't, then the consumer never receives an agreement required under section 27 because of one technical default. All 28(1) is trying to do is say you've got 10 days after receiving a copy of the agreement to cool off.

Now, if there happens to be a problem with the agreement that's been given to you in that it doesn't comply with the requirements, 28(2) will deal with that. Subsection 28(2) states that you have one year after entering into the agreement to cancel if you don't receive a copy of the agreement that meets those technical requirements. So they're addressing two separate issues: subsection 28(1), the issue of high-pressure transactions, if you will, and 10 days' cooling off; and subsection 28(2), the issue of the supplier not complying with the act and regulations, and you have one year to cancel in that situation.

**Mr Sampson:** So if you did take away that phrase, as the amendment proposes, then it's quite possible that you could come home from your trip to Florida, having bought the time share agreement, and in the coolness of thought the next day, you wouldn't be able to call and say, "I'm out of this deal," because you never got an agreement that was consistent with the regulations.

**Ms Christophe:** Correct.

**Mr Sampson:** So if that phrase is there, you can actually never cool off, if you will, because the clock hasn't started.

**Ms Christophe:** You can cool off if the clock starts, and the clock would start, the way it's presently drafted—

**Mr Sampson:** When you got some document.

**Ms Christophe:** The clock would start, as it's presently drafted, if you got a document that fully complied with the act and regs. If it didn't fully comply and the supplier gave you everything he or she was supposed to and you came back, as you said, yes, the way it's presently drafted, you can then attempt to cancel the contract, although there are some provisions later on in the act dealing with equity that would feed into that, because it's

really not quite fair enough to the supplier. But it does put that kind of fix in.

**Mr Kwinter:** So what you're saying is that you're still required to receive the written agreement, but that written agreement may not be complete.

**Ms Christophe:** Correct.

**Mr Kwinter:** Under the act, it has to be complete.

**Ms Christophe:** Correct, but the consequence of the written agreement not being complete is set out in subsection 28(2).

**Mr Kwinter:** I understand.

**The Chair:** Any further comment? Mr Crozier?

**Mr Crozier:** No, I'm ready to go.

**The Chair:** You beat the gun.

**Mr O'Toole:** I just want to ask a question.

**The Chair:** Quickly, Mr O'Toole.

**Mr O'Toole:** This may not be completely relevant, but would this law for legal language here apply if I bought a time share in another jurisdiction, like the United States? Wouldn't their law prevail? That's where I signed the contract.

**Mr Harper:** Say you go to Florida and buy a time share in Florida. It's going to be Florida law that would apply. But if you're here when you sign a contract, it's Ontario law.

**Mr O'Toole:** I'm just trying to clarify. It's like Cranberry Hills or one of those places.

**Mr Harper:** Well, you might be interested to know that in 48 of 50 US states, if you went there, you'd already have put an offer on it.

**Ms Christophe:** But it does always get tricky when you have problems.

**1100**

**The Chair:** We'll call the question, then.

All in favour of the government amendment? All opposed? Carried.

Shall section 28 of schedule A, as amended, carry? Carried.

Sections 29, 30 and 31 have no amendments. Shall sections 29, 30 and 31 carry? Carried.

Section 32: we have a government amendment.

**Mr Beaubien:** I move that subsection 32(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be struck out and the following substituted:

"Only one agreement

"32(1) No supplier shall enter into a new agreement for personal development services with a consumer with whom the supplier has an existing agreement for personal development services unless the new agreement is for personal development services that are distinctly different from the services provided under the existing agreement.

"New agreement void

"(1.1) Any new agreement entered into in contravention of subsection (1) is void."

I can give you a bit of an explanation. The proposed amendment relates to the provision under the existing Prepaid Services Act. The amendment makes it clear that the supplier can enter into a new agreement if the

services are distinctly different, otherwise multiple contracts are void.

**The Chair:** Any further comment on this proposed amendment?

All in favour? Any opposed? Carried.

Shall section 32 of schedule A, as amended, carry? Carried.

Sections 33 and 34 have no amendments. Shall sections 33 and 34 of schedule A carry? Carried.

We'll move on to section 35. We have a proposed government amendment.

**Mr Beaubien:** Under subsection 35(1), I move that subsection 35(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by striking out "mentioned in subsection 30(1)."

To give you a bit of background, the amendment addresses the proposed cooling-off remedy and clarifies its application vis-à-vis remedies for failure to deliver required copies of the consumer agreements. The bill has used an approach that can be argued to create an indefinite cooling-off right under contracts when disclosure obligations aren't met. Since the clock would never start on when their cooling-off period ran, the intent was to limit the statutory remedy for faulty disclosure to one year, as is done in other provinces.

The proposed amendment's approach is more consistent with Ontario's harmonization obligation in areas such as direct sales, as the original approach can be argued as violating a harmonization agreement. Under the revised approach, the consumer has 10 days from receiving a written copy of an agreement to use the cooling-off right.

**The Chair:** Any further comments?

All in favour of the amendment? Any opposed? Carried.

Shall section 35 of schedule A, as amended, carry? Carried.

We have section 36 with no amendments. Shall section 36 of schedule A carry? Opposed? Carried.

Section 37: we have an NDP amendment.

**Mr Bisson:** I move that section 37 of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following subsection:

"Applicable law

"(2) Without limiting the generality of subsection 2(1), an Internet agreement concluded with a consumer in Ontario shall be governed by the laws of Ontario and any provision in the agreement to the contrary is void."

It's pretty straightforward. I think you can understand what we mean.

**The Chair:** Any comment on this amendment?

**Mr Sampson:** A comment from the ministry and the government on where this goes?

**Mr Harper:** There are couple of points to make. Again, it perhaps goes to what the intent of the amendment is, so I'll limit myself to observing what the amendment says on its face. Saying that there should be govern-

ment laws in Ontario would relate then to the provisions of what is on the statute books in Ontario.

At the beginning of this bill, we would have seen a clause that when a consumer or a supplier is in Ontario, the consumer protection provisions of this bill apply and cannot be waived. What this may also raise is the general issue of the choice of forum and jurisdiction to hear disputes under contracts, whether you're relating to statutory provisions or not. I'm not sure if the amendment, as drafted, would go that far.

**Mr Sampson:** If I'm buying a set of wheels on eBay, doing that from my computer at home, if this bill gets passed, my consumer rights are governed by this legislation, the laws of the province of Ontario.

**Ms Christophe:** Subsection 2(1) states that this act applies in respect of all consumer transactions if the consumer or the person engaging in the transaction with the consumer is located in Ontario when the transaction takes place. That applies in respect of all consumer transactions in the act, not just the Internet transactions.

**Mr Sampson:** I think Gilles is trying to get at Internet transactions by reading through the—if this bill carries, it will indeed do what we want to do, which is to cover the consumer. Frankly, I don't care about the vendor; I'm worried about the consumer.

**Ms Christophe:** It will indeed do that to the extent that any jurisdiction can enforce that. Whenever you're involved with a consumer in one jurisdiction—

**Mr Sampson:** I understand.

**Ms Christophe:** OK.

**Mr Sampson:** At least if the guy sends me a washer and I ordered wheels for my car, I should be able to sue somebody. Whether I'll get any resolution in the court, because the guy selling me the stuff was in Wisconsin, is another matter, but at least I can go to a place and say, "I'm going to take you to court because you've delivered to me things that weren't what I ordered and bought on the Internet."

**Ms Christophe:** And this act says—

**Mr Sampson:** And this act does that, which I think is what you were trying to do with that amendment.

**Mr Bisson:** So you're saying without this amendment you would be protected in the case of purchasing on eBay? Is that what you're saying?

**Ms Christophe:** To the extent that statutes can ever protect you cross-jurisdictionally. When it comes to conflicts of laws, and by that I mean you have the law of more than one jurisdiction applying, you can never give any guarantees. What this statute says is that you can invoke this statute.

**Mr Sampson:** Do you know what I would be worried about with this amendment, Gilles? If there is some wonky law in Singapore that would allow fraudulent sales activities, I wouldn't want that law to apply to the transaction for the consumer, right? I'm worried about the consumer, and the consumer is covered by our laws, which I think is what's being done by this act. I would be worried about that being too broad, to actually cover the vendor.

**Mr Bisson:** Let me just—

**The Chair:** Mr Crozier would like to comment, Mr Bisson.

**Mr Bisson:** Oh, sorry.

**Mr Crozier:** Just an observation: when it comes to any transaction, whether you do it personally in another jurisdiction or whether we try to protect someone on the Internet, when you do that, lots of luck. I don't think there's any law we can write that's going to protect the consumer.

**Mr Bisson:** Just back to the ministry again, I understand somewhat what you've just said. Without this amendment—it being voted down—you're saying if I go on eBay and purchase something, to the degree that I'm able, I would be protected under this act. Is that what you're saying?

**Ms Christophe:** My understanding of it is that you would be protected under this act to the extent that the area of conflict of laws works for you. It may be that another jurisdiction would not recognize the substantive law of this act. But you can vote for this act in your favour. I'm not promising you that—

**Mr Beaubien:** OK. I heard what you said the first time; I just wanted to make sure I understood what you said. So if we voted in favour of this motion, would that in any way strengthen the consumer protection when it comes to e-commerce?

1110

**Ms Christophe:** Yes, if you'll just give me a moment. I was just very closely reading the amendment. In its second line it states, "shall be governed by the laws of Ontario." That, assuming this bill gets passed, goes beyond this bill, and in that sense it's broader than what we have.

It goes on to say, "and any provision in the agreement contrary is void," but I think the bill has that covered off in saying, "rights given under this act apply despite any agreement or waiver to the contrary." So I think we've got that covered off. But this section does puff it out beyond this particular law, should it become law.

**Mr Bisson:** I just get back to the notes I got from Dave and what little conversation I had with him, and this was one of the ones we talked about. The whole idea was just to make clear that if you're purchasing stuff on the Internet, there is a certain regime to protect the consumer when it comes to warranted stuff. He sees this as expanding beyond the legislation.

**Mr Sampson:** But there may be a BC law that's tougher. Wouldn't you want to be able to have the right to—

**Mr Bisson:** I don't think that would delay—anyway, we'll vote on it.

**The Chair:** Mr Kwinter has been patiently waiting.

**Mr Kwinter:** This resolution is a double-edged sword. We're reading it from the perspective of the consumer. A consumer may buy something on the Internet that he's not allowed to have in Ontario and, as a result of that, he's in trouble. I don't mean it in the sense that it's illegal or anything else; it just may not be approved in

Ontario. This is saying that you can't buy anything unless it's governed by the laws of Ontario. As I say, we're looking at it from one perspective. It may be like a boomerang and come back and people will be saying, "What right do you have to tell me what I can buy?"

**The Chair:** Any further comments on the NDP amendment?

All in favour? Opposed? Defeated.

Shall section 37 of schedule A carry? Carried.

Section 38 has no amendments. Shall section 38 of schedule A carry? Carried.

Section 39: an NDP amendment.

**Mr Bisson:** Can I just shorten the process? Are you going to vote against this?

**The Chair:** Are you withdrawing the amendment?

**Mr Bisson:** Well, I just get a little frustrated at these committee hearings when you're not taking any of this—anyway, I move that the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following section:

"Material change to Internet agreement

"39.1 A material change to an Internet agreement shall not be binding on a consumer unless,

"(a) written notice disclosing the material change has been delivered to the individual consumer; or"

I won't even explain it.

**The Chair:** Any comments on the proposed amendment?

**Mr Kwinter:** I'd just like a clarification. I don't see any material difference between what is in the act now and what is being proposed. Can you tell me the rationale of it?

**Mr Bisson:** I don't have any explanation for this.

**Interjection:** Withdraw it. You're better off to withdraw it.

**Mr Bisson:** Just vote against it.

**The Chair:** Any further comment on the amendment?

All in favour of the amendment? All opposed? Defeated.

Shall section 39 of schedule A carry? Carried.

Sections 40, 41 and 42 have no amendments. Shall those sections of schedule A carry? Carried.

Section 43: we have a government amendment.

**Mr Beaubien:** I move that subsection 43(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by striking out "required under section 42".

To give you a bit of background information, this amendment addresses the proposed—

**Interjection:** It's the same argument as before.

**Mr Beaubien:** The same argument on both—the cooling-off period.

**The Chair:** Are there any other comments on this proposed amendment?

All in favour? Opposed? Carried.

Shall section 43 of schedule A, as amended, carry?

**Mr O'Toole:** There's another amendment.

**The Chair:** It's a new section of the bill. That's sections 43.1, 43.2 and 43.3.

I'm asking if section 43 of schedule A, as amended, shall carry. Carried.

Now there is a government amendment for sections 43.1, 43.2, 43.3 and 43.4.

**Mr Beaubien:** I move that part IV of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following sections:

"Remote agreements

"Application

"43.1 Sections 43.2 to 43.4 apply to remote agreements if the consumer's total potential payment obligation under the agreement, excluding the cost of borrowing, exceeds a prescribed amount.

"Disclosure of information

"43.2 Before a consumer enters into a remote agreement, the supplier shall disclose the prescribed information to the consumer and shall satisfy the prescribed requirements.

"Copy of remote agreement

"43.3(l) A supplier shall deliver to a consumer who enters into a remote agreement a copy of the agreement in writing within the prescribed period after the consumer enters into the agreement.

"Content of remote agreement

"(2) The copy of the remote agreement shall include such information as may be prescribed.

"Deemed supply of remote agreement

"(3) For the purposes of subsection (1), a supplier is considered to have delivered a copy of the remote agreement to the consumer if the copy is delivered in the prescribed manner.

"Cancellation of remote agreement

"43.4(1) A consumer may cancel a remote agreement at any time from the date the agreement is entered into until seven days after the consumer receives a copy of the agreement if the supplier fails to comply with section 43.2.

"Same

"(2) A consumer may cancel a remote agreement within one year after the date the agreement is entered into if the supplier does not provide the consumer with a copy of the agreement pursuant to section 43.3."

**The Chair:** Any discussion of this amendment?

**Mr Kwinter:** Looking at the preamble to the act where they have the explanations, I don't see any definition of a remote agreement. Do we have that so we know exactly what we're talking about? What constitutes a remote agreement, and what doesn't?

**Ms Cristophe:** The definition of "remote agreement" was carried by way of an earlier amendment. I think it was to subsection 20(1), page 7 in your motion sheets.

**The Chair:** You're referring to the seventh amendment, Ms Cristophe?

**Ms Christophe:** Correct.

**Mr Kwinter:** OK. Thank you.

**Mr Sampson:** I just noticed, on 43.4, that you've got that tail phrase about the seven-day cancellation or cooling-off period if they fail to comply with section

43.2. In other amendments, we've ripped those references out. Do we want to do that again here?

*Interjection.*

**Mr Sampson:** No? OK. I'm ready for the explanation.

**Mr O'Toole:** No, because these are new sections and the wording is different.

**The Chair:** Who will address this? Mr Harper?

**Mr Harper:** Would you like me to explain how the section is intended to work?

**Mr Sampson:** I just want to know why we don't have to take away what we've been taking away in the other ones.

**Mr Harper:** What was taken away in the other ones, going back to an earlier discussion, was the provision that if someone didn't comply with giving the consumer a written copy of an agreement to comply with specific rules, four years later a consumer could still cancel because the clock never ran out. That problem doesn't arise under this section. What we consistently say is that if the consumer should get a written copy of an agreement, then that's when any clock starts. Indeed, if you never give the consumer a written copy of the agreement, then it's not going to bind.

**1120**

What 43.4(1) says is that you have until seven days after you get a copy of the agreement if someone fails to comply with 43.2. Section 43.2 is pre-sale disclosure. An example would be that if you're buying something from somebody over the phone, 43.2 governs what they have to tell you before you hang up. Section 43.4 says they should give you a written copy of the agreement, and you have seven days after that to say, "Wait a minute. This wasn't divulged on the phone."

**Mr Sampson:** Okey-dokey.

**Mr Crozier:** Just a quick question and then a comment. Could a remote agreement be an agreement over the Internet?

**Mr Harper:** Internet agreements are covered by their own section. Those are the rules that would govern Internet agreements.

**Mr Crozier:** Could it be done over the telephone?

**Mr Harper:** Yes.

**Mr Crozier:** I don't have any objection to the amendment, but this really only applies in Ontario, where we have control over our own laws. If I agree to buy something over the phone from California, good luck, right? I'm just pointing that out. Would that be a valid observation?

**Mr Harper:** As was said before, there are limits on the extent to which Ontario can enforce its laws outside its borders. We generally try to address this with harmonization agreements, where governments within Canada and internationally agree to take similar approaches. What you find, for example, is that the rules on the Internet that they have in BC are exactly the same as the rules we're proposing for Ontario. You will, to the extent we can get harmonization agreements in place, have that benefit, but where we're not, these provisions are much more a shield for consumers to defend against being

pursued to pay monies under faulty contracts. Once you've sent out your money beyond Ontario's borders, getting it back again may be more problematic.

**Mr Crozier:** I take that as a legal yes. OK?

**The Chair:** Any further comments on this proposed amendment?

All in favour? Any opposed? Carried.

Shall sections 43.1, 43.2, 43.3 and 43.4 of schedule A, as amended, carry? Carried.

Section 44: we have a government amendment.

**Mr Beaubien:** I move that the definition of "regulated operator" in section 44 of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be struck out and the following substituted:

"'regulated operator' means,

(a) a person who is a credit repairer or a loan broker, or

(b) a supplier who supplies such goods or services as may be prescribed or a person who holds themselves out as a supplier of such goods or services. ('exploitant réglementé')

**The Chair:** Is there any comment on this amendment?

**Mr Kwinter:** I don't have a comment, but I'd like an explanation. From what I understand, if you're a regulated operator, that means there is some regulatory body that certifies that you are in fact a credit repairer or loan broker under the business brokers act or whatever; I'm not exactly sure how that's done. But I assume, by the mere fact you're called a regulated operator, that you do have to meet some sort of qualifications or get some sort of licence.

When you talk about "holds themselves out as a supplier of such goods or services", that means they're not a regulated operator, but if they hold themselves out as such, they're covered by this. I just have a concern that if you can do it and you're covered by that, why do you have to be a regulated operator? There should be some sort of prohibition against somebody who's not a regulated operator or loan broker from being covered by this, whereas this says that if you're regulated, you fall under this, and if you're holding yourself out as a supplier of such goods, even though you're not regulated, you're covered as well. I just want an explanation.

**Mr Beaubien:** I'll go to the ministry staff.

**The Chair:** Mr Harper or Ms Cristophe?

**Mr Joseph N. Tascona (Barrie-Simcoe-Brampton):** I can respond to that. If you read the definition, "a supplier who supplies such goods or services as may be prescribed"—that's what you set forth in regulation—and then you add to it, "or a person who holds themselves out as a supplier of such goods or services." When you say, "holds themselves out," they're representing themselves as a supplier of such goods or services. So it's catching both parts of it: one that's prescribed and one that they're representing themselves as. It's protection and coverage to make sure that we cover all areas.

**The Chair:** Any further comment? Ms Christophe, did you want to make a comment?

**Ms Christophe:** Yes, if I may add to that—I'm sorry; I had to walk away for part of your question. A credit repairer and a loan broker don't have to be registered or licensed. A credit repairer or a loan broker is someone who does the activity that falls into credit repair and loan brokering or who holds themselves out that they will do it. So what we're adding in clause (b) is "a supplier" of "such goods or services as may be prescribed or ... who holds themselves out...." So that's the symmetry in it.

To provide a bit of further explanation—this is in the advance fee prohibitions section of the bill, "Sectors Where Advance Fee Prohibited"—what happens in these sectors is that your credit repairer or loan broker will offer to do something for you. If I may speak to loan brokering, because I have a lot of familiarity with that area, a loan broker will say, "Give me \$500"—or \$200 or \$1,000—"and I'll see to it that you get a loan." Once they have the money, the loan never appears. In fact, they may not do anything to see to it that you get the loan. So it's meant to capture not only somebody who engages in the activity of getting you a loan and doesn't, but who holds himself out that he will do that and doesn't.

**Mr Kwinter:** I'm not in any way questioning the function. I'm just questioning the fact that they're referred to as a "regulated operator." It would seem to me that if a consumer looks at this, they would assume that this person is regulated, that he is accountable to somebody. You're saying that you don't have to be regulated. There is no regulated loan broker or credit repairer. These are just people who do it, and if they do it, they're covered. That's the only concern I have.

**Mr Tascona:** Just a comment on that. A loan broker is defined in the statute. You're aware of that. A credit repairer did not appear to be defined. Loan brokering is defined to mean "services or goods that are intended to assist a consumer in obtaining a loan of money, including obtaining a loan of money from the loan broker's own funds." You're not dealing with someone who is—as you indicated.

**Mr Kwinter:** What I'm saying is, when you say that it's defined, all it defines is its function.

**Mr Tascona:** That's correct.

**Mr Kwinter:** This is supposedly a consumer protection vehicle. I know, as a former Minister of Consumer and Commercial Relations—

**Mr Tascona:** I'm sorry. I can't hear you.

**Mr Kwinter:** I know, as a former Minister of Consumer and Commercial Relations, that if you tell somebody that it's a regulated operator, they assume there's some governing—

**Mr Tascona:** And that's fair.

**Mr Kwinter:** —oversight of their activities. Now I understand that there isn't any. I'm just wondering why they're referred to as a "regulated operator," when in fact they are not regulated.

**Mr Tascona:** I don't think it's suggesting that they're regulated under statute. That's not being suggested, although I think that's how you interpret it.

**Mr Kwinter:** It's implied. Why would you call them "regulated" if they're not regulated?

**Mr Beaubien:** I think Mr Kwinter is bringing up a point here, and I tend to agree with him. In the heading it says, "regulated operator." Now I'm told that a credit repairer is not a regulated body or person or whatever. There seems to be something out of sync here, so I would need some explanation from the legal branch or whatever to try to clarify this. I find it confusing myself, to be honest with you, now that you've raised it.

1130

**The Chair:** Would ministry staff like to address this?

**Ms Christophe:** In "regulated operator," regulated does not mean they have to be registered or licensed, although I understand that it makes that inference. "Regulated operator" means only what is set out in clauses (a) and (b).

**Mr Nigro:** I wonder if I could comment for a moment on that. I can understand your confusion, and I confess to having had a hand in coming up with the phrase. The phrase is used as a means to help the drafting of the bill, because there are places where we're covering all three kinds of people in this and it makes for a much easier read, if you read that part of the bill.

They are, in fact, regulated under part V, and to that extent I don't think it's misleading. They are not regulated in the sense of other consumer statutes that deal with regulated industries like the Real Estate and Business Brokers Act or the Motor Vehicle Dealers Act or things of that nature, but they are regulated to at least that extent. I confess to having had a hand in developing the phrase, and it really was to help in the drafting of part V of this act.

**The Chair:** Any further comments?

**Mr Kwinter:** I always keep saying I hate to belabour this, but I want to belabour it because I've had the experience, when I was a minister, that we had some trust companies that went under and people felt they were licensed. It's like someone coming to the government and saying, "This guy had a car accident and you gave him his licence, and because you gave him his licence, you're responsible and I'm going to hold you accountable. You should never have given him the licence."

Just because you give someone a licence, it doesn't mean that you then control them and all of their driving capability. All I'm saying is that when you look at this definition, this is the Consumer Protection Act and it talks about a regulated operator. I can tell you that the average person would look at that and say, "If it's a regulated operator, somebody is regulating them, somebody is holding them accountable."

We now understand that the regulation we're talking about is just a definition of what they do, but there is no regulation or control. I have no problem—I'm not saying—

**Mr Tascona:** Let me respond to that. Let's not get into semantics in terms of what's regulated or not.

**Mr Kwinter:** Laws are all about semantics.

**Mr Tascona:** Why don't you go to section 49 of the act? If you're concerned about control, it says, "A regulated operator shall not communicate or cause to be communicated any representation that is prescribed," which, as you know, is in regulation, "as a prohibited representation." So they are controlled through regulation.

**Mr Kwinter:** How can you control somebody if they're not regulated?

**Mr Tascona:** They're controlled by regulation. The term "prescribed" is something that's set out in regulations by the Lieutenant Governor. That's why they use the word "prescribed." So they'll be controlled through regulation as put forth by the Lieutenant Governor. There are powers for the Lieutenant Governor to set regulations in this statute. What it's saying here is basically as prescribed. So they will be regulated through the statute—not a separate statute, but through this statute. That's what it means.

**Mr Kwinter:** The reason I brought this up in the first place is that you talk about a regulated operator and a supplier of "such goods or ... who holds themselves out." They are one in the same. There is no such thing as a credit repairer who is regulated and another credit repairer who isn't regulated. They are one and the same, because there is no provision for someone to be qualified as a regulated credit repairer. What I'm saying is that when you read this, you get the impression not that it's going to be covered in the regulations, but that these people are regulated in some way. I would suggest to you that you could just use the same thing as "supplier" and it applies to all suppliers because none of them have any qualifications other than someone else, and they may all be caught up in the way any supplier or any loan broker is covered by this regulation.

**Mr Tascona:** But they're going to be regulated through the regulation. You're a businessman, Mr Kwinter. You would understand that there are people out there who are supposed to be regulated, but they think they want to be in the business anyway. So they hold themselves out as someone who is in that business. This particular definition, because of the way it is categorized, with an "or", is meant to catch both types.

**Mr Kwinter:** But it doesn't.

**Mr Tascona:** But it does.

**Mr Kwinter:** No. What it will do is catch all types because there is no differentiation between the types. All I'm saying to you is that—and I'm not talking as a businessman; I'm talking as someone who's had a lot of experience in drafting legislation—when you talk about a regulated operator, the first thing you want to do is look at the definition of who is a regulated operator. A regulated operator is like a licensed real estate broker. They've passed certain qualifications, they're answerable to a registrar, they have an accountability built in.

**Mr Tascona:** I fully understand that. I fully understand your point.

**Mr Kwinter:** You're saying this legislation will cover them and I'm saying that's fine, I have no problem with

that, but then it's going to cover everybody because there is no real difference between a regulated operator and a supplier who holds himself out as a regulated operator because what is the difference? There's no qualification to be a regulated operator. All there is is an obligation that accrues to everybody.

**Mr Tascona:** But in terms of how they represent themselves, that is regulated under section 49. That's what's important here in terms of how their conduct is regulated. It is regulated.

**Mr Kwinter:** Mr Crozier is a loan broker and I'm a loan broker. I hold myself out as a loan broker and I say, "I'm a regulated loan broker." He holds himself out not as a regulated loan broker, but he's still covered by this legislation. The point is, why am I a regulated loan broker and he isn't? The only differentiation is that we are covered by this legislation, but I can't put on a business card that I'm a regulated loan broker. If I do that and I say that to you, it's consumer fraud, because I am saying, "I'm a regulated loan broker." There is nothing to prevent him from saying, "I'm also a regulated loan broker. If you can be one, I can be one." That's all I'm saying. I think this really misrepresents what this person is. I can tell you that if you say you are regulated, it gives a consumer the fact that somehow or other you're accountable to some government regulatory body.

**Mr Tascona:** Mr Kwinter, that point is well taken. The fact of the matter is that they have categorized who the regulated operators are. Let's separate that from whether their conduct is regulated. They're categorized and there's an explanation about who it covers, but also their conduct, which I think is your concern—the public wants to know and be confident and satisfied that their conduct will be regulated—is assured under section 49.

**The Chair:** Any further debate?

All in favour of the amendment, as proposed? Any opposed?

**Mr Sampson:** Sorry, I was not paying attention.

**The Chair:** Could I have a show of hands, please? All in favour of the amendment? All opposed? Carried.

Shall section 44 of schedule A, as amended, carry? Carried.

Sections 45 and 46 have no amendments. Shall they carry? Carried.

Section 47: a government amendment.

**Mr Beaubien:** I move that subsection 47(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by striking out "required under section 45." I think this just deals with the cooling-off period again, as we've dealt with in previous amendments.

**The Chair:** Is there any discussion of this amendment?

All in favour? Opposed? Carried.

Shall section 47, as amended, carry? Carried.

Section 48: a government amendment.

**Mr Beaubien:** I move that section 48 of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be struck out and the following substituted:

"Officers, directors

"48. The officers and directors of a regulated operator are jointly and severally liable for any remedy in respect of which a person is entitled to commence a proceeding against the operator."

**The Chair:** Any comment?

**Mr Kwinter:** I see that you've taken out "that is a corporation." I'd like an explanation why, just because somebody incorporates themselves, they're not subject to the same provisions.

**1140**

**Mr Tascona:** Well, it gives broader protection because it doesn't limit it to a corporation. As a businessman you'd be aware that there's more than an operating entity. As a corporation you can be a partnership. It doesn't have to be a corporation. You can be a sole proprietor. So it gives broader coverage and protection.

**The Chair:** Further comment?

In favour of the amendment? Opposed? Carried.

Shall section 48 of schedule A, as amended, carry? Carried.

Shall section 49 of schedule A carry? Carried.

Shall sections 50, 51, 52 and 53 carry? Carried.

Section 54: there is a government motion.

**Mr Beaubien:** I move that section 54 of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following subsection:

"Exceeding estimate prohibited

"(2) No repairer shall charge, for work or repairs for which an estimate was given, an amount that exceeds the estimate by more than ten per cent."

**The Chair:** Any comment on the amendment?

**Mr Bisson:** What's the remedy?

**Mr Tascona:** Well, what it is, Mr Bisson, is—

**Mr Bisson:** No, I want to know what the remedy—I know what you're trying to do. I'm asking, what's the remedy? I go to my auto repair shop and they give me an estimate for a thousand bucks, and all of a sudden it's gone up to \$2,000. What's my remedy?

**Mr Tascona:** The remedies are what are provided under the statute in terms of dealing with that type of conduct, but in terms of dealing with that, they're going to be restricted to that 10%.

**Mr Bisson:** I just want to know the remedy.

**Mr Tascona:** The remedy is that you can have a civil remedy or there are also repercussions under the act with respect to enforcement for that type of conduct.

**Mr Bisson:** And also arbitration.

**Mr Tascona:** Yes. Whatever is in the statute. This is a civil matter between two parties. What, basically, we're saying is if you're going to give that kind of estimate, you're going to be restricted to the 10%. I take it that the individual who did the work and whatever may want to get more, but they're not going to get any more because it will end up—obviously, it could end up in a civil action if some party decides to do that. But the other side of the coin is that it's protected under this statute in terms of this being conduct that's not permitted. There are

remedies under the statute, but there's also a matter between individual parties that could result in some court action, obviously.

**The Chair:** Mr Sampson, before we go to Mr Crozier.

**Mr Sampson:** I understand that it's already 10%.

**Mr Tascona:** Yes, there's a global 10% under section 10, but to reinforce and make this statute—we want to make sure that it's covered, so we've added a subsection to make sure that you don't get into an interpretation in front of a judge saying, "Well, the fact that you omitted it there must mean it doesn't apply."

**Mr Sampson:** So right now, current law—you could charge 10% more than the estimate and ask for payment.

**Mr Bisson:** But you go to small claims.

**Mr Tascona:** It depends how much the amount is.

**Mr Sampson:** Gilles's point around remedy: I'm just asking what the current law is. You're just saying, "I'm adding that to another section to further emphasize." Is that what you're doing?

**Mr Tascona:** Yes. That's correct.

**Mr Bisson:** That was my point: under the law that exists, if I go to the bodyman and he gives me a 100% increase on the bill, I'd bring it to small claims. Correct?

**Mr Tascona:** It depends on how much. Small claims is only \$10,000.

**Mr Bisson:** I thought we had lowered it.

**Mr Tascona:** No, we raised it to \$10,000. There's also an expedited procedure up to \$50,000—above that.

**Mr Bisson:** Yes. I thought you meant to say there was a threshold of \$10,000 to get into court.

**Mr Tascona:** Yes. The maximum you can sue under small claims is \$10,000.

**Mr Bisson:** No, I misunderstood the inverse. Excuse me. Currently, if I bring in \$1,000 excess in the bill, I can go to small claims.

**Mr Tascona:** Correct.

**Mr Bisson:** My point, and what I'm trying to clarify, is what this would do is give me extra ability to go before the courts and say under the new law—

*Interjection.*

**Mr Bisson:** I'm just waiting till he gets an explanation before I get to my point.

**Mr Tascona:** It's only for motor vehicles—the current law.

**Mr Bisson:** Yes, but what I'm asking is this: under current law, for whatever reason, I get an estimate and it's 100% more than what it should have been. Currently, I go to small claims. If I understand correctly, what you're doing here would give me a legal statute that would basically say to the judge, "He couldn't have gone over by more than 10%, therefore I find for the person who brought the motion forward." This gives me increased protection?

**Mr Tascona:** I think you could interpret it that way, in terms of if you want to use a statute with respect to that particular provision. You could plead a statute and say, "That's the protection I want." A lot of times there are more facts than just that.

**The Chair:** Mr Sampson?

**Mr Sampson:** Yes. It's non-paid political advertising here. Better protection for the consumer would be for the House to carry third reading of the auto repair bill that's before it, which would allow for auto repair shops to actually be decertified should they violate any of the rules that we're establishing.

**The Chair:** Any further comments?

**Mr Tascona:** I think we're also referring to section 93, in terms of your question of remedy, Mr Bisson, if you want to listen to me. Section 93 says:

"(1) If a supplier has received a payment in contravention of this act, the consumer who made the payment may demand a refund of the payment by giving notice in accordance with section 88 within one year after making the payment.

"(2) A supplier who receives a notice demanding a refund of a payment that was received in contravention of this act, shall refund the payment within the prescribed period of time.

"Right of action

"(3) The consumer who made a payment that was received in contravention of this act may commence an action to recover the payment in accordance with section 95."

**Mr Bisson:** If you'd care to listen to me now—

**Mr Tascona:** How many times do you want me to explain the same point?

**The Chair:** Hang on. Mr Bisson.

**Mr Bisson:** Oh, come on. What's your point?

**Mr Tascona:** I'm listening to you.

**Mr Bisson:** Piss off.

**Mr Tascona:** Forget it. Let's go ahead.

**The Chair:** Gentlemen, leave the personalities out of it, OK?

**Mr Bisson:** No, if you come here and you have a question, it's like—duh.

**Mr Tascona:** Mr Bisson, I'm here to listen to your questions. If you want to act like that, go right ahead. I'm here to listen to you.

**The Chair:** Order. No further comment; I'm going to call the question.

**Mr O'Toole:** Mr Spina, I just have one question. If I look back, it's unfortunate we haven't had a thorough briefing of this important consumer protection, but under section 18 it actually talks about remedies. It's quite clear, the recourse to the Superior Court of Justice. Is this implied in this section as well? You know the recourse isn't just a civil action. It specifies you go to the Superior Court of Justice.

**Mr Tascona:** What section are you referring to?

**Mr O'Toole:** Eighteen. It talks about commencing an action and remedies if necessary, because you referred to section 10, which also very clearly specifies the 10%. It's just clarification, as I understand it, this amendment we are dealing with.

**Mr Tascona:** That's dealing with an unfair practice, John.

**Mr O'Toole:** I'm not sure. You're referring to section 10—

**Mr Tascona:** Section 18, I believe.

**Mr Bisson:** You'd better listen, or we won't get out of here.

**The Chair:** Order.

**Mr O'Toole:** I'm just trying to understand. There's consistency of what remedies or recourse—

**Mr Tascona:** Gilles, I still love you. That's not the problem.

**The Chair:** Mr Tascona, you have another question on the table.

**Mr Tascona:** Thank you.

The section you were referring to was 18, wasn't it?

**Mr O'Toole:** Yes. I'm only trying to say, if you refer, in this case here, the 10% was covered under section 10, right? Ten per cent in excess of any quote?

**Mr Tascona:** Yes. Section 10, Estimates.

**Mr O'Toole:** So if that's implied in the rest of schedule A, would the—

**Mr Tascona:** John, we don't want it to be implied. In certain areas you want to strengthen it to make sure the protection is there. That's the reason why it was put under section 54.2, to make sure it was definitively there.

**Mr O'Toole:** I won't prolong this, because we are just looking for remedies. That was going to be the question.

**Mr Tascona:** There are a lot of remedies in the statute. That's why I tried to point out to Mr Bisson very clearly, with respect to that particular section, where that remedy is, in that specific situation how you could deal with that, getting that refund over the 10%. But in terms of putting that 10% there, it's just to reinforce. Rather than to say, "OK, it's implied," section 10 is implied everywhere. That really reinforces it expressly.

1150

**The Chair:** Any further discussion?

All in favour of the amendment? Opposed? Carried.

Shall section 54 of schedule A, as amended, carry? Carried.

We have no amendments for sections 55, 56, 57 and 58. Shall those sections carry? Carried.

Section 59: we have an NDP amendment. Mr Bisson, amendment number 20.

**Mr Bisson:** I move that subsection 59(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by striking out "for a minimum of 90 days or 5,000 kilometres" and substituting "for a minimum of 180 days or 10,000 kilometres".

**The Chair:** Is there any comment on that, sir?

**Mr Bisson:** Well, it's fairly straightforward. I'll see what my friend Mr Sampson has to say.

**Mr Sampson:** What's the current law?

**The Chair:** Mr Tascona or someone from the ministry?

**Mr Tascona:** The bill carries forth the current law unchanged, which is 90 days or 5,000 kilometres.

**Mr Bisson:** Sorry, I didn't hear you.

**Mr Tascona:** Sorry. The current law carries forth what's in the statute here. That's what you're seeking to amend, to go from 90 days to 180 days, and from 5,000 kilometres to 10,000.

**The Chair:** Further discussion?

**Mr Sampson:** What's the standard of practice now in the industry? This is the minimum, right? Presumably somebody could warranty for higher than that. So what is the standard? If I go out to Joe's Auto Mechanic, what am I likely to get as a minimum warranty for a rebuilt—

**Mr Tascona:** I would say that I don't have an answer to that. I would imagine it would differ, whatever shop you went to, in terms of while they do business.

**Mr Sampson:** But I guess my point is, these days you plunk a lot of cash down for major repairs. It's not an insignificant amount of money. Ninety days is not all that long a time and 5K these days may be back and forth to the House a couple of times. You'd have to live in the GTA. You can put 5K on pretty fast. I'm just wondering if there is any way we can find out.

**Mr Bisson:** The other thing as well is that if you look at vehicles today, they're built in a way that we keep them a heck of a lot longer and put a lot more miles on them than we used to in the past. We're putting 300,000 and 400,000 kilometres on cars.

**Mr Sampson:** Where did you guys get the—

**Mr Bisson:** My understanding from David was that it was in conversation with some of the presenters who came forward. That's as I understand it. I wish he was here.

**Mr Sampson:** Well, we never had any presenters on this. It may have been under my private bill, when it came forward.

**Mr Tascona:** And I understand. This was brought forth this morning?

**Mr Bisson:** That was it, yes.

**Mr Tascona:** Obviously, we're not in a position to respond and say what the consumer practice is. Obviously, there wouldn't have been that kind of consultation in terms of changing it on this, since we just got it here this morning.

**Mr Sampson:** Can I move that the committee consider unanimously standing this down to hear it at the back end?

**The Chair:** Do we have unanimous consent on this amendment?

**Mr Sampson:** In the interim, the ministry can come back and tell us what their knowledge is on the jurisdictions and—

**The Chair:** I caution you that in giving unanimous consent, under the terms of the time allocation, you will not be able to get a response after 4 o'clock.

**Mr Sampson:** That's fine. So sometime before 4 maybe we should agree as a committee to go back to this item.

**The Chair:** Is it agreed to postpone it until we get back?

**Mr Tascona:** All we can do is give our best efforts. You're talking about consumer practice.

*Interjections.*

**The Chair:** OK. All right.

**Mr Tascona:** One second here. Rob, to be fair, Gilles's amendment is obviously with good intent, and

the practice out there is obviously what we consider to be the fair minimum. To ask us what happens out there across the industry is not a fair question, because it could vary. We're trying to be co-operative here, but the bottom line is it could vary from one street to another in terms of how they do business. I doubt very much you'll find a standard.

**Mr Sampson:** Southern Ontario [inaudible] every street in the province, so you have until 4 o'clock to find out.

**Mr Tascona:** Let's put it this way, Rob: what we're talking about here is regulated, remedial legislation trying to set minimum standards. This is the base, OK? Hopefully people do it above that. We're talking the base here.

**Mr Sampson:** I understand that.

**The Chair:** Then the first item when the committee resumes this afternoon will be the deferred discussion in response to this amendment. Agreed? Agreed. That one stands down.

Sections 60, 61, 62 and 63 have no amendments. Shall those sections of schedule A carry? Carried.

Section 64: we have a Liberal amendment.

**Mr Crozier:** With regard to schedule A of the bill, section 64 of the act, I move that subsection 64(1) of the Consumer Protection Act, 2002, as set out in Schedule A to the bill, be struck and the following substituted:

“Agreement for credit card

“64(1) Despite section 13, a consumer who applies for a credit card without signing an application form shall be deemed to have entered into a credit agreement with the issuer with respect to the card on first using the card.”

**The Chair:** Any discussion? Explanation?

**Mr Crozier:** If I might, you really do have to look at the next amendment to get the full context. This is to say that if you agree to receiving a card over the phone, the Internet or whatever, and then use the card, that would complete the agreement. Like section 13, where you can receive unsolicited goods, you can go ahead and use those goods and you're not responsible for them if they're unsolicited. I'm trying to do the same thing with credit cards. If you receive an unsolicited credit card, you are not responsible for it, even if you use it. It's to stop the widespread indiscriminately mailing out of unsolicited credit cards.

**Mr Bisson:** That's a great issue, because as we all know, we're seeing that—I've had complaints in my constituency office, where people are finding out that other people are applying for credit cards. I had one case just last week where the fellow got a call from Visa saying, “Do we understand correctly that you wrote a cheque for \$25,600 on your new line of credit and is that OK?” at which point the guy didn't know he had a line of credit with the Visa card. So I'm all for this one.

**Mr Sampson:** How, then, does the existing section 13 conflict or not conflict with section 64? Isn't a credit card a good or a service?

**Mr Crozier:** I used section 13 as an example.

**Mr Sampson:** I know, but I'm just wondering why that doesn't conflict with section 64 anyhow.

**Mr Tascona:** It doesn't. It overrides 13.

**Mr Sampson:** So for other goods and services, you can get them delivered and use them and not be obligated to pay for them, but for credit cards it's something different?

**Mr Tascona:** Well, there have always been credit cards. It's different, that's correct. I think the amendment here is a narrowing of what is currently the law out there with respect to the part you're looking to take out.

**Mr Crozier:** Absolutely narrowing. All that would have to happen, I suspect, is that a few people start to use those things and there would no longer be any unsolicited credit cards.

**1200**

**Mr O'Toole:** I had a personal experience—and this seems like a very humble way to look at this. I was at a golf tournament and I signed an entry form for a draw. Eventually, I got a credit card with a \$64 charge on it. Here's the point. The way this reads now, the \$64 charge was the annual fee for the card, but I never signed the agreement for a credit card, or at least I didn't understand I had. But they said I had agreed by having the charge to become a member of this golf links program. I had to squirm to get out of it, do you know what I mean?

**Mr Sampson:** On that example, if Bruce's amendment gets carried—

**Mr O'Toole:** It won't help me.

**Mr Sampson:** —it wouldn't help.

**Mr O'Toole:** Because a transaction was deemed. It deemed I had entered into an agreement. Again, this is a personal thing, but I ended up with a frigging credit card with a charge of \$64 on it for entering a draw. When I questioned it formally, I finally found out where the hell it came from—I thought it was one of my kids—and they said, "Well, you entered your name in a draw." I think my name was entered for me.

**Mr Tascona:** Just a comment on that, Bruce, if I could—

**Mr O'Toole:** I agree with the point Bruce is making—

**Mr Tascona:** Yes. The current law is what we put in here, and there's no evidence that it hasn't worked, but John's point—and that's why I asked you that, Bruce—does narrow the protection. At least I've had that happen to myself in terms of getting a card that I never applied for. They just send it to you, because they obviously have information that you're a decent credit risk and they send it to you. So that's why it's broader, the protection under that section, versus yours. It's a greater protection.

**Mr Sampson:** I want that explained, Joe, because I don't read it that way.

**Interjection:** Neither do I.

**Mr Tascona:** Well, I'll read it for you, Rob. It says, "a consumer"—obviously you're bankers and lawyers.

*Interjections.*

**The Chair:** Mr Tascona has the floor to explain this.

**Mr Tascona:** OK. You haven't been reading the fine print lately, Rob. It says, "a consumer who applies for a credit card without signing an application form"—that's the first part, and that's what Bruce is keeping in. The other point, where John's making his point, is, "or who receives a credit card from a credit card issuer without applying for it"—so it covers both situations: one where you've applied and the other part where you haven't applied and they send it to you, "shall be deemed to have entered into a credit agreement with the issuer with respect to the card on first using the card."

**Mr Sampson:** Right. Bruce is saying, "it shall not have been deemed"

**Mr Bisson:** It's a big difference.

**Mr Tascona:** Yes, "shall be deemed," and then (2) goes there and says, "A consumer described in subsection (1) is not liable to pay the lender any amount in respect of the credit card received in the circumstances described in that subsection until the consumer uses the card."

**Mr Crozier:** It's tough to discuss two motions when only one's on the floor, but the next motion—

**Mr Tascona:** It really shall be deemed, sorry.

**Mr Crozier:** —really broadens it out because the next motion says that if you didn't solicit it, then there's an irrevocable presumption that the consumer did not enter into an agreement and the consumer is not liable. So it really—

**Mr Tascona:** But you're using the same language: "it shall be deemed."

**Mr Crozier:** It's not my language, it's some lawyer's.

**Mr Tascona:** I know, but it says, "shall be deemed." It's using the same language except for the disjunctive. He says, "narrowing the protection under 64(1)" and then goes in (3) to try to strengthen that particular provision.

**Mr Sampson:** I think the difference between the current draft and the amendment as proposed is that if you use the card under Bruce's amendment, you're still not liable. Yours says if you use the card, you are deemed to have accepted some conditions attached to the card and so therefore you are liable for it.

I must admit I'm somewhat closer to Bruce's side. You're getting something unsolicited; you don't know the terms and conditions. I agree that maybe there are those who say, "Well, you've used it, so therefore you've accepted some implied terms," but in John's example, they may have said, "Well, you used it because there is a charge against it." It was that membership thing, and I think that's pokey. If you are sending—as a corporation, as a bank, as a credit agency—cards out for people to use, there is a commercial risk you're taking, and that is that they'll use it. I think you've got to take that risk unless you clearly establish the terms and conditions under which you propose to have them use that card.

I must admit I'm leaning toward Bruce's version that says, "Look, lender or creditor, you're still not off the hook for making sure the guy who uses it knows what the heck it's for and the terms and conditions under which you would be using it. Until you establish that, until you clarify that, you're on the hook."

**The Chair:** We have 30 seconds before we recess.

**Mr Tascona:** Yes, and in the break maybe Mr Sampson and Mr Crozier can read section 66.

**The Chair:** Sorry?

**Mr Tascona:** They can read section 66. That might assist.

**The Chair:** You're referring everyone to section 66?

**Mr Tascona:** Yes, to read it. I'll repeat that, Mr Chairman: section 66 will provide an explanation for some further protection.

**Mr Crozier:** That just talks about statements.

**Mr Tascona:** No, but it's further protection.

**Mr Crozier:** It's use we were talking about. OK, I'll read it.

**Mr Tascona:** No, but it does provide further protection.

**Mr Crozier:** Even further beyond mine.

**Mr Tascona:** Yes.

**Mr Crozier:** Yes.

**The Chair:** Any further discussion on this?

**Mr O'Toole:** Well, I personally believe we need some clarification. I believe, and I'll say it clearly, that Mr Crozier's interpretation or proposed amendment here satisfies clearly that there has to be more than those two actions occurring before the actual card and I become liable. Could we stand this one down? I seek unanimous consent.

**Mr Tascona:** Yes, it's down right now.

**The Chair:** Well, do you want to defer this, then?

**Mr O'Toole:** Yes.

**The Chair:** This will be the second item on the agenda at 3:30, then. Is that correct?

**Mr Tascona:** Why would you defer? We're coming back. Deal with it when we come back.

**The Chair:** Because the other item that's been stood down is the first item on the agenda, by unanimous consent, therefore this would have to follow that.

**Mr Tascona:** I follow you, Mr Chairman. I got you.

**The Chair:** We shall recess until the House allows us to come back.

**Mr Tascona:** What's the next room, Chair?

**The Chair:** We will be moving to 151, since this room is being used for other purposes.

*The committee recessed from 1207 to 1543 and resumed in room 151.*

**The Chair:** The committee will come to order. Under an agreement that we had earlier, we have deferred discussion on NDP amendment number 20. Is there any further discussion on this before a vote?

**Mr Sampson:** I don't have a copy of that amendment here, but it was the one that was 60 or 30 days or whatever. I would like the unanimous consent of the committee to move an amendment to that amendment.

**The Chair:** Do we have unanimous consent? Agreed.

**Mr Sampson:** These are actually two amendments. I move that subsection 59(1) of the Consumer Protection Act, 2002—

**Mr Tascona:** It's not an amendment to our amendment; it's an amendment to what was proposed in the

bill. We're not amending his; we're amending the bill. Subsection 59(1) is what's being amended.

**Mr O'Toole:** You can still do an amendment to the amendment.

**Mr Sampson:** And we'd carry this and it would, in my view, supersede—

**Mr O'Toole:** And then you have to pass the amendment.

**Mr Sampson:** Right.

**The Chair:** Wait a minute. Back up. There was an amendment on the table, and that's under discussion. That was Mr Bisson's amendment. Are you proposing an amendment to that amendment, or is it something else?

**Mr Tascona:** It's something else.

**Mr Sampson:** Well, it could be cast as an amendment to the amendment.

**Mr Tascona:** It isn't.

**The Chair:** Then the unanimous consent will stand.

**Mr Sampson:** What I'm trying to do is move the minimums that were referred to in the NDP amendment to regulation-making authority, so that different minimums could conceivably be set for different amounts of repair, which I think is the intent of what I was trying to argue and I think the intent of what Mr Bisson was trying to argue with his original amendment. That can be done in two ways: by taking out the references to the 90 days and 5,000 kilometres or by moving a completely new amendment that deals with the current section of the bill.

**Mr Tascona:** Could I assist here?

**Mr Sampson:** You can do whatever you want, Joe.

**Mr Tascona:** OK. What we have here in the bill—it's subsection 59(1). It's for a minimum of 90 days or 5,000 kilometres. What is being proposed, if I may, is to add the language "or for such greater minimum as may be prescribed." That would be the amendment to the current language of the statute.

**Mr Sampson:** If Mr Tascona would like it this way, I can do it this way. All I'm asking for is the unanimous consent of the committee to consider a new amendment to subsection 59(1) of the current bill.

**The Chair:** OK, then the procedure is that we must deal with the NDP amendment first and then you can seek unanimous consent at that point.

**Mr Sampson:** Fine.

**The Chair:** So we will address Mr Bisson's NDP amendment now. Is there any discussion on that? Then I will call the question.

Those in favour of the NDP amendment? Opposed to the NDP amendment? The NDP amendment is now defeated.

**Mr Sampson:** I ask unanimous consent to table a new amendment on subsection 59(1).

**The Chair:** Do we have unanimous consent? Agreed.

**Mr Sampson:** I move that subsection 59(1) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding "or for such greater minimum as may be prescribed" at the end.

**Mr Tascona:** There's another. Keep going.

**The Chair:** Have you submitted that to the clerk? You have a copy for the clerk, right? Can you circulate it?

**Mr Sampson:** I have a copy for the clerk.

**The Chair:** Thank you. Mr Tascona?

**Mr Tascona:** You have to change the regulation powers of the Lieutenant Governor to specifically prescribe to what we're doing, so there's another amendment, and that's to the Lieutenant Governor's regulation powers.

**Mr Sampson:** That will come after this one.

**Mr Tascona:** Yes.

**The Chair:** OK, is there any discussion on this amendment? All in favour? Opposed? Carried.

**Mr Sampson:** I ask consent to move another amendment.

**The Chair:** Do we have unanimous consent for a second? We have it.

**Mr Sampson:** I move that subsection 118(7) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following clause:

"(f) prescribing the minimum warranty for new and reconditioned parts and for labour for purposes of subsection 59(1)."

**The Chair:** While we're waiting for that, if I may just interject procedurally here, since your amendment is for a different section, I must ask, shall section 59 of schedule A, as amended, carry? Is that correct?

**Mr Sampson:** That's right.

**The Chair:** Thank you. Shall section 59 of schedule A, as amended, carry? Any opposed? Carried.

To what section is this amendment that you have proposed?

**Mr Sampson:** Section 118 of the Consumer Protection Act, 2002. Do you want me to move it again, Mr Chair?

**The Chair:** Yes, please.

1550

**Mr Sampson:** I move that subsection 118(7) of the Consumer Protection Act, 2002, as set out in schedule A to the bill, be amended by adding the following clause:

"(f) prescribing the minimum warranty for new and reconditioned parts and for labour for purposes of subsection 59(1)."

**The Chair:** Any discussion on that amendment?

**Mr Kwinter:** Is this a new amendment?

**Mr Sampson:** Yes, it establishes the right-making authority—

**Mr Kwinter:** No, there's no problem. I have no problem with it. I'm just saying that what it should really be is 118(7)(f), because 118(7) is the authority of the Lieutenant Governor.

**Mr Sampson:** That's what it's doing.

**Mr Kwinter:** But under that, there are all sorts of qualifications: it goes (a), (b), (c), (d), (e)—

**Mr Sampson:** It does say "(f)." Sorry, maybe you didn't hear it. I did say "(f)."

**Mr Kwinter:** It doesn't say that on the—

**Mr Sampson:** I'm sorry. I read it as "(f)" and it does say "(f)" on my sheet, so it is clause (f).

**Mr Kwinter:** OK, that's fine. It says "(f)."

**The Chair:** All right. Is there any further discussion on this proposed amendment?

All in favour? Opposed? Carried.

**Mr Tascona:** I just want to make one quick comment for the members with respect to the CAA. They have much higher standards. They have one year and 20,000 kilometres, and that covers about 30% or 40% of their members. So there are standards higher than what we've been talking about here today.

**The Chair:** Thank you, sir. We will now refer to the second item that was deferred. That was Liberal amendment 20A and, by discussion, 20B, but we'll address each one. Mr Crozier?

**Mr Crozier:** I think I've said it. I want to move toward eliminating unsolicited credit cards, the same as we do with goods and services. They wouldn't be responsible for using unsolicited credit cards.

**The Chair:** Was there any further comment on that amendment?

**Mr Tascona:** I wanted to speak to it, if I could. The motions address consumer liability when they've applied for a credit card without signing an application and for unsolicited credit cards. First, it's useful to be clear about what is and isn't within the authority of the province. Most credit cards, ie Visa, MasterCard etc, are issued by banks, which are governed under the federal Bank Act and the cost-of-borrowing regulation. Bill 180 governs credit cards issued by other lenders, such as finance companies and retailers. The bill's approach to credit, including liability for unsolicited credit cards, is based on a nationally harmonized standard agreed to by all Canadian provinces, territories and the federal government. This standard was developed after extensive consultation with consumer groups and lenders.

If unsolicited credit cards are a concern, the harmonization agreement allows jurisdictions to simply ban their distribution. However, Ontario does not have any evidence that the bill's proposed approach is unsatisfactory, and we have 36 years of experience with these rules already. The bill already protects consumers in several ways on the subject. Section 64: a consumer who receives a card without applying for it or without signing an application has no liability unless they use the card. Section 65: a consumer is protected against liability for unauthorized use of their credit card. Section 66: a consumer is not liable to pay any part of the cost of borrowing if they didn't receive the required disclosures or any part of the cost of borrowing over what was properly disclosed. Section 75: lenders must give disclosure statements with required information.

These provisions mean that if a consumer gets an unsolicited credit card and never uses it, they are not liable for anything. If someone else uses the card, their liability is limited. If they use it, they are liable, for example, to repay the money they borrow, but if they didn't receive the required disclosures, they are still obligated to pay the cost of borrowing. Hidden charges or fees can't be collected.

The amendment 64(3) proposes to free a consumer who gets an unsolicited credit card from all liability. This is broader than whether the consumer has entered an agreement. This amendment would free the consumer from having to repay any money borrowed under the card.

**The Chair:** Any discussion? Mr Crozier? Keep in mind the time frame you're dealing with.

**Mr Crozier:** I understand all of that. If the committee wants to join me in curtailing or eliminating unsolicited credit cards in the mail or any other way, they'll support the amendment.

**Mr O'Toole:** We're quite sympathetic, from my discussions, with this motion for the reasons you've described. However, the implication is that someone realizing this exemption could still get an unsolicited card, cash it in for the credit limit, which could be \$5,000 or whatever amount, and then claim that they hadn't entered into an arrangement.

There must be some other language. Not to prolong this, but it is a consumer protection issue, we can say there must be a process to activate the card and, upon activation of the card you would be entering into an informed agreement.

**Mr Beaubien:** There is a process, though.

**Mr O'Toole:** I can understand that that's implied somewhere in another section. Two of my children graduated from university and they automatically got in the mail, from the alumni society, I guess, their American Express card. They still have to activate the card. When they activate the card, if it specifies "Have you read the agreement?" or whatever, then it's a contract. They've actually taken some action with this unsolicited mail. Do you understand?

I understand that whether it's alumni associations or whoever using this as a tool to raise revenue—I wouldn't want to discourage that, although it's clear in yours that it would be dead once the institutions found out that they're liable for everything. I think I've made my point.

**Mr Kwinter:** I just wanted to get a reply from Mr Tascona. I understand what you're saying. But on the issue that we discussed earlier today, I'd like to know whether it's covered in what you read. That is when someone sends a card that's unsolicited and there's a fee attached to it, and whether you use it or not, that fee is due and payable. I had a situation where I got an unsolicited card and they wanted to bill me \$180. I sent it back to them. I said I didn't want it and I'm not paying it. They then sent me a bill—and it kept coming for about five months even though I kept calling them—saying that I owed the interest on the \$180 over that period of time. It was \$3.20 and unless I paid it my credit rating was going to be destroyed. I kept calling them and calling them. They said, "Don't worry, don't worry," and I kept getting this thing.

My question is, when you talk about charges, does this cover those particular fees that come with a credit card that you're liable for whether you use it or not?

**The Chair:** One minute, sir.

**Mr Tascona:** I understand your question. The answer to that is no you wouldn't have to pay the fee. If you look at section 64, you have no liability unless you use the card. Since you haven't used the card, you wouldn't be liable for any fee.

*Interjection.*

**Mr Tascona:** Section 64, schedule A.

**The Chair:** Thirty seconds, Mr Beaubien.

**Mr Beaubien:** I am very sympathetic with what Mr Crozier is trying to introduce, but I think maybe that could be something for another day. Here we're talking about protecting the consumer. In Mr Crozier's amendment, I think he's trying to stop all the unwanted soliciting by banks or financial institutions. I don't know whether this should be part of this bill. The bill here is trying to protect the consumer in case they get a card. I'm not saying there is no validity in what he is trying to achieve—I think there is an awful lot—but maybe that's something that should be considered somewhere else, some other day.

**1600**

**The Chair:** It being now 4 of the clock, all debate will cease and all motions will be deemed to have been moved. We will now address each of the amendments and sections of the bill directly in terms of the vote.

We will begin with Liberal amendment 20A by Mr Crozier.

**Mr Crozier:** Recorded vote.

**The Chair:** A recorded vote has been asked for. Recorded votes that are requested will be postponed till the end, so you all understand that. Do you still request a recorded vote?

**Mr Crozier:** What do you mean? No, I don't understand.

**The Chair:** If there is a recorded vote requested, it is deferred to the end of all the amendments.

**Mr Crozier:** On that motion?

**The Chair:** On that motion.

**Mr Crozier:** Yes, still.

**The Chair:** OK. Recorded vote requested, so that will be deferred.

Item 20B, which is another amendment from the Liberals.

**Mr Crozier:** Recorded vote.

**The Chair:** The recorded vote will be deferred to the end. So that means section 64 will be deferred as well.

Sections 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88—

**Mr Beaubien:** Not 88.

**The Chair:** Sorry, not 88—yes, 88, because the first amendment is 88.1.

**Mr Sampson:** Yes, you're right.

**Mr Beaubien:** OK.

**The Chair:** Shall sections 65 to 88, inclusive, of schedule A carry? Carried.

Now we shall deal with the next item, which is government amendment 21 to section 88.1. All in favour? Carried.

Shall section 88.1 of schedule A, as amended, carry? Carried.

We have sections 89, 90, 91, 92, 93 and 94 with no amendments. Shall those sections of schedule A carry? Carried.

Section 95: we have government amendment number 22. In favour? Any opposed? Carried.

Shall section 95 of schedule A, as amended, carry? Carried.

Shall section 96 of schedule A carry? Carried.

Section 97: government amendment to 97(1.1) and 97(1.2). Shall that amendment carry? Carried.

Shall section 97 of schedule A, as amended, carry? Carried.

Section 98(2): shall amendment 24 by the government carry? Carried.

Amendment number 25 by the NDP. All in favour? Opposed? Defeated.

NDP motion number 26. All in favour? Opposed? Defeated.

NDP motion number 27. All in favour? Opposed? Defeated.

NDP motion number 28. All in favour? Opposed? Defeated.

Shall section 98 of schedule A, as amended, carry? Carried.

Shall section 99 of schedule A carry? Carried.

There is a government amendment number 29, to section 100. All in favour? Opposed? Carried.

Shall section 100 of schedule A, as amended, carry? Carried.

Shall section 101 of schedule A carry? Carried.

Government motion number 30 to section 102. All in favour? Opposed? Carried.

Shall section 102 of schedule A, as amended, carry? Carried.

Shall sections 103 and 104 of schedule A carry? Carried.

Government motion 31 on section 105(2)(a). All in favour? Opposed? Carried.

Shall section 105 of schedule A, as amended, carry? Carried.

Shall sections 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117 of schedule A carry? No one opposed? Carried.

Section 118: we have one amendment already approved, and we have two further government amendments.

Number 32. All in favour? Opposed? Carried.

Government motion number 33. All in favour? Opposed? Carried.

Shall section 118 of schedule A, as amended, carry? Carried.

Shall sections 119 and 120 carry? Carried.

Shall schedule A, as amended, carry? Carried.

We now go to schedule B, amendments to the Motor Vehicle Dealers Act.

Government motion number 34. All in favour? Opposed? Carried.

Shall section 1 of schedule B, as amended, carry? Carried.

Shall sections 2, 3, 4 and 5 carry? Carried.

Section 6: government motion number 35. All in favour? All opposed? Carried.

Government motion 36. In favour? Opposed? Carried.

Shall section 6 of schedule B, as amended, carry? Carried.

Shall sections 7 and 8 of schedule B carry? Carried.

In section 9, we have government motion number 37. All in favour? Opposed? Carried.

Shall section 9 of schedule B, as amended, carry? Carried.

Shall sections 10, 11, 12 and 13 of schedule B carry? Carried.

Section 14: government motion 38. All in favour? Opposed? Carried.

Shall section 14 of schedule B, as amended, carry? Carried.

Section 15: government motion 39. All in favour? Opposed? Carried.

Government motion number 40. In favour? Opposed? Carried.

Shall section 15 of schedule B, as amended, carry? Carried.

Government motion number 41 on section 15.1. In favour? Opposed? Carried.

Shall section 15.1 of schedule B, as amended, carry? Carried.

Section 16: government motion number 42. In favour? Opposed? Carried.

Shall section 16 of schedule B, as amended, carry? Carried.

Government motion 43. In favour? Opposed? Carried.

Shall section 17 of schedule B, as amended, carry? Carried.

Shall section 18 of schedule B carry? Carried.

Government motion number 44 on section 19. In favour? Opposed? Carried.

Shall section 19 of schedule B, as amended, carry? Carried.

Shall section 20 of schedule B carry? Carried.

Shall section 21 of schedule B carry? Carried.

Government motion number 45 on section 22. All in favour? Opposed? Carried.

Shall section 22 of schedule B, as amended, carry? Carried.

Shall sections 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 of schedule B carry? Carried.

We have government motion number 46 on section 44.1. All in favour? Opposed? Carried.

Government motion 47. In favour? Opposed? Carried.

Government motion number 48. In favour? Opposed? Carried.

Shall section 44 of schedule B, as amended, carry? Carried.

Shall sections 45 and 46 of schedule B carry? Carried.

Shall schedule B, as amended, carry? Carried.

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We now go to schedule C: amendments to the Real Estate and Business Brokers Act.

Shall sections 1, 2 and 3 carry? Carried.

Section 4: government motion 50. All in favour? Opposed? Carried.

*Interjection.*

**The Chair:** Sorry, I missed one amendment. My apologies. We'll have to go back to section 1 and ask for a vote on government motion 49. In favour? Opposed? Carried.

Can we now ask that section 1, as amended, carry? Carried.

I apologize for my oversight.

Shall section 4 of schedule C, as amended, carry?

**Mr O'Toole:** Have we done 50?

**The Chair:** Yes, we did 50.

**Mr O'Toole:** I don't know whether we voted on it.

**The Chair:** You did vote on it. I'll call that motion again, to be sure.

Government motion 50. All in favour? Opposed? Carried.

Shall section 4 of schedule C, as amended, carry? Carried.

Section 5: Liberal motion 50A. All in favour? Opposed? Defeated.

Liberal motion 50B. All in favour? Opposed? Defeated.

Shall section 5 of schedule C, as amended, carry? Just a moment. There is no amendment because we defeated them. Thank you.

Shall section 5 of schedule C carry? Carried.

Shall sections 6, 7, 8 and 9 of schedule C carry? Carried.

In section 10 we have government motion 51. In favour? Opposed? Carried.

Government motion 52. In favour? Opposed? Carried.

Shall section 10 of schedule C, as amended, carry? Carried.

Shall sections 11, 12 and 13 carry? Carried.

Section 14: government motion 53. All in favour? Opposed? Carried.

Shall section 14 of schedule C, as amended, carry? Carried.

Shall sections 15, 16, 17 and 18 of schedule C carry? Carried.

Section 19: government motion 54. All in favour? Opposed? Carried.

Shall section 19 of schedule C, as amended, carry? Carried.

Section 20: government motion 55. All in favour? Opposed? Carried.

Government motion 56. In favour? Opposed? Carried.

Shall section 20 of schedule C, as amended, carry? Carried.

Section 21: government motion 57. In favour? Opposed? Carried.

Government motion 58. In favour? Opposed? Carried.

Shall section 21 of schedule C, as amended, carry? Carried.

Section 22: government motion 59. In favour? Opposed? Carried.

Shall section 22 of schedule C, as amended, carry? Carried.

Shall section 23 of schedule C carry? Carried.

Section 24: government motion 60. In favour? Opposed? Carried.

Shall section 24 of schedule C, as amended, carry? Carried.

Shall section 25 of schedule C carry? Carried.

Section 26: government motion 61. All in favour? Opposed? Carried.

Shall section 26 of schedule C, as amended, carry? Carried.

Shall sections 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 of schedule C carry? Carried.

Government motion 62. All in favour? Opposed? Carried.

Shall section 52 of schedule C, as amended, carry? Carried.

Shall sections 53 and 54 of schedule C carry? Carried.

Shall schedule C, as amended, carry? Carried.

Schedule D, amendments to the Travel Industry Act, 2002.

Government motion 63. All in favour? Opposed? Carried.

Shall section 1 of schedule D, as amended, carry? Carried.

Shall sections 2, 3, 4, 5, 6 and 7 of schedule D carry? Carried.

Government motion 64. All in favour? Opposed? Carried.

Government motion 65. In favour? Opposed? Carried.

Shall section 8 of schedule D, as amended, carry? Carried.

Shall sections 9 and 10 of schedule D carry? Carried.

Section 11: government motion 66. All in favour? Opposed? Carried.

Shall section 11 of schedule D, as amended, carry? Carried.

Shall sections 12, 13, 14, and 15 carry? Carried.

Section 16: government motion 67. All in favour? Opposed? Carried.

Shall section 16 of schedule D, as amended, carry? Carried.

Section 17: government motion 68. All in favour? Opposed? Carried.

Government motion 69. In favour? Opposed? Carried.

Shall section 17 of schedule D, as amended, carry? Carried.

Section 18: government motion 70. All in favour? Opposed? Carried.

Shall section 18 of schedule D, as amended, carry? Carried.

Section 19: government motion 71. In favour? Opposed? Carried.

Shall section 19 of schedule D, as amended, carry? Carried.	<b>Ayes</b> Crozier, Kwinter.
Shall section 20 of schedule D carry? Carried.	
Section 21: government motion 72. In favour? Opposed? Carried.	<b>Nays</b> Arnott, Beaubien, O'Toole, Sampson.
Shall section 21 of schedule D, as amended, carry? Carried.	
Shall sections 22 and 23 of schedule D carry? Carried. Section 24: government motion 73. All in favour? Opposed? Carried.	<b>The Chair:</b> The motion is defeated. The other recorded vote was on Liberal motion number 20B.
Shall section 24 of schedule D, as amended, carry? Carried.	
Shall sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 of schedule D carry? Carried.	<b>Ayes</b> Crozier, Kwinter.
Section 44: government motion 74. All in favour? Opposed? Carried.	
Government motion number 75. In favour? Opposed? Carried.	<b>Nays</b> Arnott, Beaubien, O'Toole, Sampson.
Shall section 44 of schedule D, as amended, carry? Carried.	<b>The Chair:</b> The motion is defeated.
Shall section 45 of schedule D carry? Carried. Shall section 46 of schedule D carry? Carried. Shall schedule D, as amended, carry? Carried. Schedule E, amendments to other acts. Shall sections 1, 2, 3, 4 and 5 carry? Carried.	Shall section 64 of schedule A carry? Carried. Shall schedule A, as amended, carry? Carried. Shall schedule B carry, as amended? <i>Interjection.</i>
Section 6: government motion 76. All in favour? Opposed? Carried.	<b>The Chair:</b> Oh, we did all those. You're right. That was schedule A. Now we go to the sections of the act.
Government motion 77. In favour? Opposed? Carried. Shall section 6 of schedule E, as amended, carry? Carried.	Shall section 1 of the act carry? Carried. Shall section 2 carry? Carried. Shall section 3 carry? Carried. Shall section 4 carry? Carried. Shall section 5 carry? Carried. Shall section 6 carry? Carried. Shall section 7 carry? Carried. Shall the title of the bill carry? Carried. Shall Bill 180, as amended, carry? Carried. Shall I report the bill, as amended, to the House? Carried.
Shall sections 7, 8, 9, 10, 11, 12 and 13 of schedule E carry? Carried.	That's it. Thank you, gentlemen. This meeting is adjourned until 10 o'clock tomorrow morning for clause-by-clause consideration of Bill 151.
Section 14: government motion 78. In favour? Opposed? Carried.	<i>The committee adjourned at 1624.</i>
Shall section 14 of schedule E, as amended, carry? Carried.	
Shall sections 15, 16, 17, 18, 19, 20, 21 and 22 of schedule E carry? Carried.	
Shall schedule E, as amended, carry? Carried.	
Now we have a recorded vote on Liberal motion number 20A.	





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Mr Ted Arnott (Waterloo-Wellington PC)

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Mr Gerry Phillips (Scarborough-Agincourt L)

Mr Rob Sampson (Mississauga Centre / -Centre PC)

Mr Joseph Spina (Brampton Centre / -Centre PC)

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Mr Joseph N. Tascona (Barrie-Simcoe-Brampton PC)

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