



# Door-to-door sales

Ontario's Consumer Protection Act has rules to protect consumers when they buy something from a door-to-door salesperson. The rules apply if you buy or lease goods or services that cost more than \$50 before taxes.

A seller might be selling goods, such as household items. Or they could be selling services, such as home or car repairs or fitness club memberships.

Before buying anything from a seller, it is a good idea to ask for their identification and to check the business they work for.

## What is not covered by the rules?

There are some products that **cannot** be sold door-to-door:

- furnaces or water heaters
- water treatment devices like filters or water softeners
- air conditioners, air cleaners, or duct cleaning services

There are some exceptions. For example:

- You contacted the seller first and asked them to come to your home because you want to enter into a contract.
- You already have a contract and you invited the seller to your home, and before coming to your home, they asked you if they could offer you a new contract, and you said yes.

There are different rules that apply to energy contracts.

## Should I get something in writing?

Yes. The written agreement must contain the seller's name, address, and telephone number. It must also have:

- a description of what you are buying or leasing
- the price of each item, including shipping costs and information on how you have to pay
- information about delivery
- a list of your consumer rights under the law including rights to cancel, return, exchange, or get a refund

Make sure you understand the contract before you sign it.

## What if the seller did something unfair?

Sellers are not allowed to use "unfair practices" to convince you to buy their product or service. Unfair practices include:

- making false, misleading, or deceptive statements, like telling you that the product is of better quality than it is or that you need the product when you do not
- taking advantage of a language difficulty or physical, mental, or emotional disability
- charging more than what is reasonable

For more information, read CLEO's publication, [Unfair practices](#).

## What if I change my mind or want to cancel my agreement?

To cancel a contract, you must tell the seller before the deadline passes. It is best to do this in writing so that you have proof. Keep a copy for yourself.

The deadline depends on why you are cancelling. It always starts on the day that you receive the signed contract from the seller:

- You can always cancel an agreement within 10 days. This is called the “cooling-off period”. You do not have to give a reason to cancel during this period.
- If the contract does not have all of the required information, or the seller engaged in an unfair practice, then you have one year to cancel.
- If the seller is more than 30 days late delivering the goods, or if they sold you something they are not allowed to sell door-to-door, then there is no deadline. This does not apply if you agreed to accept the goods late.

Once the seller gets your cancellation, they have 15 days to refund all payments that you made. If you have already received the items you ordered, the seller usually has to pick them up or pay the cost for you to return them.

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

You should first tell the seller exactly what the problem is and what you want them to do to fix the problem. It is best to give them your complaint in writing so that you have proof. Keep a copy for yourself.

If you are not able to work out the problem directly with the seller, you can file a complaint with the Ministry of Public and Business Service Delivery. There is a complaint form on the Ministry website at [ontario.ca/page/filing-consumer-complaint](https://ontario.ca/page/filing-consumer-complaint) or call **1-800-889-9768**.

The Ministry can look into complaints and can tell the seller to follow the rules. The Ministry can also take the seller to court for not following the rules. If the seller is found guilty, they might get a fine, be sent to jail, or both. In some cases, they may be ordered to pay some money to you.

If the Ministry does not solve your problem, you can think about suing in court. If the amount you are asking for is \$35,000 or less, you can file a claim in Small Claims Court. You must do this within **2 years** of when you knew about the problem.

## For more information and help

See [stepstojustice.ca/legal-topic/debt-and-consumer-rights](https://stepstojustice.ca/legal-topic/debt-and-consumer-rights) and CLEO's other consumer law resources for more information.

You can contact Consumer Protection Ontario for more information about your rights or for help making a complaint. Call **1-800-889-9768** or visit their website [ontario.ca/page/consumer-protection-ontario](https://ontario.ca/page/consumer-protection-ontario).

You can also contact Pro Bono Ontario's legal advice help line for up to 30 minutes of free legal help and advice. Call **1-855-255-7256**.

Some community legal aid clinics help with consumer law problems. For a list of local clinics visit [legalaid.on.ca/legal-clinics](https://legalaid.on.ca/legal-clinics) or call **1-800-668-8258**.

To find a lawyer or paralegal in your area who can give you a free 30-minute consultation, visit [findlegalthelp.ca](https://findlegalthelp.ca).

For a directory of lawyers and paralegals who provide help at reduced rates to financially eligible people, visit [justicenet.ca](https://justicenet.ca) or email [info@justicenet.ca](mailto:info@justicenet.ca).



Visit [stepstojustice.ca](https://stepstojustice.ca) for more information about consumer problems. This is general information for people in Ontario, Canada. It is not intended to be used as legal advice.

Vous pourriez avoir droit à des services en français devant les tribunaux ou auprès d'organismes gouvernementaux. Visitez [justicepasapas.ca/droits-linguistiques-des-francophones](https://justicepasapas.ca/droits-linguistiques-des-francophones).