



**CLEO** | Debt and Consumer Rights

# Online, telephone, and mail-order shopping



June 2017

## **If you speak French**

In many cases you have the right to government services and legal proceedings in French, including hearings before French-speaking decision-makers.

If you have a legal problem, you can ask a lawyer or a community legal clinic about your French language rights.

## **Si vous parlez français**

Il existe de nombreuses situations où vous avez droit à des services gouvernementaux et à des procédures juridiques en français. Ainsi, vous pouvez avoir droit à ce qu'une audience à laquelle vous êtes partie soit tenue devant un décideur qui parle français.

Si vous avez un problème juridique, vous pouvez demander à un avocat ou à un intervenant d'une clinique juridique communautaire de vous informer des droits linguistiques liés au fait de parler français.

## Table of Contents

What are my rights before I decide to buy? .....	1
Do I have to get it in writing?.....	3
What if I was misled or pressured into making the agreement? .....	4
What if I have not received what I ordered? .....	5
How do I cancel an agreement? .....	5
What can I do if I have a problem with a seller? .....	7
For more help .....	8
Other information .....	11

There are several ways to shop without going to a store or having a salesperson come to your home. The most common of these are online, telephone, and mail-order shopping.

Ontario's Consumer Protection Act has rules that sellers must follow for these types of shopping, if:

- the total charges are more than \$50, and
- you or the seller are in Ontario when you place your order.

This booklet explains your legal rights when you shop online, by phone, or by mail, and how you can enforce those rights.

## **III What are my rights before I decide to buy?**

Before you order something online, by phone, or by mail, the law says the seller must give you certain information, including:

- the seller's name, telephone number, and address
- an accurate description of the goods or services you are buying
- the price of each item, as well as shipping costs, handling costs, and taxes

- all other charges that you might have to pay, like customs duties or brokerage fees, and the amount of these charges if the seller knows or can find out what they will be
- the total of all charges you must pay, when and how you must pay, and what currency the charges are listed in if it is not Canadian dollars
- when and where the goods will be delivered, or when the services will start, how they will be done, and when they will be completed
- an explanation of any additional rights to cancel, return, exchange, or get a refund

When you place an order, you are making a contract or an agreement with the seller. The seller must give you a chance to accept or not accept the agreement, and to correct any errors first.

If the seller does not do **all** of these things, you can cancel your purchase any time up **until 7 days after you receive a written copy of the agreement.**

## III Do I have to get it in writing?

Yes, the seller must put the agreement in writing, and it must contain all the information listed above, plus your name and the date the agreement was made.

For online shopping, the seller must give you a copy of the agreement that you can see, save, and print out on paper. You must receive your copy within 15 days after you made the agreement. If you do not get it within this time, or if it does not contain all the required information, you can cancel it anytime up to **30 days** after you made the agreement.

For telephone and mail-order shopping, the seller must give you a copy of the agreement within 30 days after they bill you, or within 60 days after you made the agreement, whichever date is earlier. If you do not get it within this time, or if it does not contain all the required information, you can cancel it anytime up to **one year** after you made the agreement.

## III What if I was misled or pressured into making the agreement?

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. For example, sellers must not:

- tell you that the product is of better quality than it really is,
- tell you that it is only available for a limited time if that is not true,
- tell you that you need the product when you really don’t, or
- tell you that you are getting a special price or benefit when they are really offering the same thing that you can get somewhere else.

Unfair practices also include:

- taking advantage of any language difficulty or physical, mental, or emotional disability that you may have,
- charging far more than what is reasonable for their product or service, or
- pressuring you to buy something that they know you cannot afford.

If the seller used any unfair practice, you can cancel at any time **within one year after you made the agreement.**

### III What if I have not received what I ordered?

If the seller is more than 30 days late in starting to deliver the goods or perform the services, you can cancel **any time**. But you lose this right to cancel if you agree to let the seller deliver late or start the service late.

### III How do I cancel an agreement?

If you want to cancel for any of the reasons described in this booklet, first figure out the date you have to cancel by.

Reason	Deadline to cancel
The seller did not give me all of the necessary information before I placed the order.	<b>7 days</b> after you receive a copy of the agreement
I did not have a chance to accept or not accept the agreement.	<b>7 days</b> after you receive a copy of the agreement



Reason	Deadline to cancel
I did not have a chance to correct errors before making the agreement.	<b>7 days</b> after you receive a copy of the agreement
I did not get a copy of the agreement within the time limit.	Phone and mail: <b>One year</b> after you made the agreement  Internet: <b>30 days</b> after you made the agreement
The agreement does not include all of the required information.	Phone and mail: <b>One year</b> after you made the agreement  Internet: <b>30 days</b> after you made the agreement
The seller used an unfair practice.	<b>One year</b> after you made the agreement
The seller is more than 30 days late with delivering my order or starting the services.	<b>No deadline</b> as long as you have not agreed to accept late delivery or late start

Before the deadline passes, you must tell the seller that you are cancelling the agreement. It is a good idea to tell them in writing. There are sample cancellation notices on the Ministry of Government and Consumer Services website at [www.ontario.ca/mcs](http://www.ontario.ca/mcs).

You should keep a copy of the notice for yourself. Make a note of the date that you mailed, emailed, or personally delivered the notice to the seller.

Once the seller gets your cancellation notice, they have 15 days to refund all payments that you made.

If you have already received the items you ordered, you must return them within 15 days after you cancel the agreement.

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

If you have a problem that you are not able to work out with a seller, you can file a complaint with the Ministry of Government and Consumer Services. There is a complaint form on the Ministry website.

The Ministry can look into complaints and can order the seller to follow the rules. The Ministry can also take the seller to court for violating the Consumer Protection

Act. If the seller is found guilty, they can get a warning, a fine, or even be sent to jail, and they may be ordered to pay some money to you.

To contact the Ministry of Government and Consumer Services:

Toll-free ..... **1-800-889-9768**

Toronto area..... **416-326-8800**

TTY Toll-free ..... **1-877-666-6545**

TTY Toronto area ..... **416-229-6086**

Fax ..... **416-326-8665**

Website..... [www.ontario.ca/mcs](http://www.ontario.ca/mcs)

Email..... [consumer@ontario.ca](mailto:consumer@ontario.ca)

Mailing Address:

Ministry of Government and Consumer Services  
Consumer Services Operations Division  
77 Wellesley Street West, P.O. Box 450  
Toronto, ON M7A 2J6

## For more help

If the Ministry of Government and Consumer Services does not solve your problem, or if you are past the time limit to cancel the agreement, you may want to get legal help. Here are some places to try.

## Community legal clinics

Some community legal clinics or law school legal clinics can help you with consumer law problems. You must be financially eligible to receive these services. If your clinic cannot help, they might be able to refer you to other services in your community.

To find the legal clinic that serves your area, visit the Legal Aid Ontario (LAO) website at [www.legalaid.on.ca](http://www.legalaid.on.ca) or call Legal Aid Ontario at:

Toll-free ..... **1-800-668-8258**

Toronto area..... **416-979-1446**

Toll-free TTY ..... **1-866-641-8867**

Toronto area TTY ..... **416-598-8867**

## Law Society Referral Service

The Law Society of Ontario has a directory of all lawyers and paralegals licensed in Ontario. The Law Society Referral Service can give you the name of a lawyer or paralegal in your area who can give you a free consultation for up to 30 minutes.

Visit the Law Society website at [www.lso.ca](http://www.lso.ca) and click on “**Find a Lawyer or Paralegal**”.

## JusticeNet

JusticeNet is a nonprofit service that helps people who do not qualify for legal aid to find legal help. JusticeNet has a directory of lawyers, paralegals, and mediators who offer help at reduced rates to financially eligible people. Visit their website at [www.justicenet.ca](http://www.justicenet.ca) or contact them at:

Toll-free ..... **1-866-919-3219**

Toronto area ..... **416-479-0551**

Email ..... [info@justicenet.ca](mailto:info@justicenet.ca)

## Pro Bono Ontario

If you are suing or being sued in court, you may be able to get help from Law Help Ontario. This free program offers information about court rules and help with completing court forms. If you qualify, you may also be able to get brief legal advice or, if your case is in Toronto or Ottawa, a lawyer to represent you in court. For more information call **1-855-255-7256** or visit their website at [www.probonoontario.org](http://www.probonoontario.org).

## III Other information

CLEO has a series of consumer law information resources available online and in print. To order these booklets or view them online, visit [www.cleo.on.ca](http://www.cleo.on.ca) or call **416-408-4420**.

CLEO's **Steps to Justice** website has step-by-step information about common legal problems, including debt and consumer rights. Visit [www.stepstojustice.ca](http://www.stepstojustice.ca).

This booklet gives only general information. You should get legal advice about your own situation.

**Written by:**

Community Law School (Sarnia-Lambton) Inc.

**Produced by:**

CLEO (Community Legal Education Ontario/Éducation juridique communautaire Ontario)

**With funding from:**

Legal Aid Ontario  
Department of Justice Canada

CLEO has more free publications on Debt and Consumer Rights and other legal topics. We revise our publications regularly to reflect changes in the law. Our Discard List tells you which publications are out of date and should be thrown away.

For our Discard List, or to order or view our publications online, visit [www.cleo.on.ca](http://www.cleo.on.ca). You can reach us by phone at **416-408-4420**.

CLEO's **Steps to Justice** website has step-by-step information about common legal problems, including debt and consumer rights. Visit [www.stepstojustice.ca](http://www.stepstojustice.ca).

