

# Unfair practices

Ontario's Consumer Protection Act has rules to protect consumers from "unfair practices" when a seller tries to get them to buy goods or services.

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

You can buy goods or services in a store, over the phone, by mail, online, or at your home. It could be for something you get right away, or something you are supposed to get later.

## What are unfair practices?

An unfair practice is some kind of false, misleading, or unfair statement made by a seller. For example, the seller might tell you that:

- the product or service is better quality than it actually is,
- the product or service is only available for a limited time if that is not true,
- you need the product or service when you really do not need it, or
- you are getting a special price when you can get the same deal somewhere else.

Unfair practices also include other unfair sales tactics, like:

- taking advantage of your language difficulty, lack of knowledge, or a disability,
- charging far more than what is reasonable,
- pressuring you to buy something that they know you cannot afford, or
- using fear or threats to pressure you to buy.

## What sales are covered by the unfair practices rule?

The unfair practices rule only applies:

- to sales worth more than \$50,
- to goods or services that are for your individual use, and not for a business
- when you or the seller are in Ontario

## What can I do if a seller used unfair practices?

If your agreement is covered by the Consumer Protection Act and the seller used unfair practices, you can cancel the agreement at any time within **one year**. You might be able to get a refund of some or all of the money you paid.

It is best to cancel your agreement in writing so that you have proof. Keep a copy for yourself. Make a note of the date that you mailed, emailed, or delivered the cancellation 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** of cancelling the agreement.

If you have already used some of the goods or services, you might owe the seller the value of what you have used. But the seller must refund the rest of what you paid and allow you to return any goods that you did not use.

## What if the seller does not refund my money?

If the seller does not return your money, or if you have other problems with the seller, you can file a complaint with the Ministry of Government and Consumer Services. There is a complaint form on the Ministry website at [ontario.ca/page/consumer-protection-ontario](https://ontario.ca/page/consumer-protection-ontario) 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 first knew about the problem.

## What other rights do I have?

You may have other rights and protections depending on the type of agreement. For example, for some types of agreements there is a “cooling-off” period of a few days when you can change your mind for any reason and cancel the agreement.

Other types of agreements have special rules sellers must follow, such as door-to-door sales. For example, the seller might have to include specific information in the agreement or give you a written contract. You might have the right to cancel the contract if the seller does not follow these rules.

## 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 **416-326-8800** or visit their website at [ontario.ca/page/filing-consumer-complaint](https://ontario.ca/page/filing-consumer-complaint).

You can 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 clinics can help you with consumer law problems. Visit [legalaids.on.ca](https://legalaids.on.ca) 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 [findlegalhelp.ca](https://findlegalhelp.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).