

From: Jun W
 To: FamiliesCommunities Committee
 Cc: Edmonton Meadowlark; Edmonton Glenora; Calgary Varsity
 Subject: Support For Bill 203 & Bill 8
 Date: Sunday, October 9, 2016 2:15:11 AM

It is my belief that honorable Carson's motion to amend the Fair Trading Act is a prudent step in helping to protect consumers from business that have found ways to circumvent the law. Although, the language in the Fair Trading Act is concise, there's still room for interpretation. Interpretation should be kept to a minimal if possible, to keep the actions and responsibilities black and white.

I'm currently dealing with an automobile repair shop [REDACTED] that violated my rights as a consumer. To put it simply, our broken down vehicle was brought to the repair shop for a diagnosis. [REDACTED] unilaterally repaired a significant part through a subcontractor without our consent. We were not even made aware that there would be subcontractor involvement. What's more disgusting, I discovered (**through my own investigation**), that this repair was already complete the day [REDACTED] sent out their written quotation. However, in the quotation, they had not identified the work was completed. They only indicated the cost to repair the part would be double. We rejected the quotation, and the request for \$2000 deposit, as the costs diverged significantly from original estimates. In accordance to the law, for a consumer transaction to occur, there needs to be full disclosure of details and consent from the consumer. Price changes and contracted work need to be disclosed and consented to. The business was clearly deceptive in its actions.

If a written contract with written consent was made mandatory, that may have helped. In the age of technology, sending documents and sending pictures of signed documents is easier than making a phone call. There should be no excuse not to make this a requirement. For the sake of automotive repair, the defense of verbal contracts should not be permissible. Most auto industry peers I've spoken to indicated they will not start work without written consent.

That said, my case is pretty black and white, and I've gone through the suggested channels to have my case resolved. Upon the breach of my consumer rights, I filed a complaint with AMVIC. It's been over 6 months to dispute the single day the breach occurred. AMVIC has sided with the repair shop citing a verbal contract existed. The investigator [REDACTED] has failed to provide **ANY** explanation as to how he arrived at his determination. He can **NOT** identify the time and conditions of the verbal contract. Given his lack of clarity around the verbal contract - in accordance to the FTA - "If a consumer contract is vague, the terms of the contract are interpreted in favour of the consumer."

He did however indicate (on October 4, 2016), that the repair shop should have informed us of the subcontracted work. He admitted the breach - and yet he blatantly chose **not** to enforce it by ignoring the facts that have been presented.

Information from AMVIC has been non-existent - so I was forced to do my own investigative work. Given the negligence I've experienced, it wasn't surprising when I recently discovered [REDACTED] even failed comply to AMVIC's own guidelines :

"Disclosure of supplier response to complainant
 2.1.11 Where a Supplier returns a response form, the CSO will
 (a) review the form and any Supplier records provided and redact any personal or proprietary business information relating to the Supplier or a third party, and
(b) provide the complainant with a copy of the response form and records provided by the Supplier."

I have **not** been provided [REDACTED] response or records. In fact in a recorded meeting, [REDACTED] made it a point to conceal the details of the subcontracted work when asked for it.

I suspect there is something more sinister going on - as it has become clear AMVIC chooses enforce the FTA only if the offending party is not fully licensed with them or if the business has not been paying their fees to AMVIC. If you review their undertakings - I can't recall a case where the enforcement wasn't a result of some sort of breach of the AMVIC license. This recent article further illustrates their motives :

<http://www.edmontonjournal.com/business/cnw/release.html?rkey=20160912C7944&filter=5599>
 For a non-profit organization, they seem to be in the business of collecting fees.

A formal investigation into AMVIC in 2014 revealed much of what I am currently experiencing :
 "The quality and methodology of investigations is also a major area of concern. The review of files revealed **significant lapses in continuity of record keeping** (essential if a case is ever to be successfully prosecuted or defended on appeal), **a lack of clarity** on which cases were open and which had been concluded, and a lack of accurate record of representations made and participants when an administrative hearing was held by AMVIC. **This was pointed out to AMVIC following a scheduled Operational Review in 2009.** "

My case is very much about the FTA and the regulating body's role in protecting my rights as a consumer. In truth while there is some ambiguity permitted in the FTA (verbal contract), I do believe the bulk of the language can be comprehended by a "reasonable" individual. However, if the governing body chooses to ignore the words of the law altogether - the law needs to be rewritten to make the governing body accountable. As such I have also submitted my experience in support of Honorable McLean's amendment to **Bill 8**. Truthfully **Bill 203 and Bill 8** go hand in hand in protecting consumer rights. However, I'm of the opinion removing AMVIC entirely may be a better solution. Disputes should go to the courts directly - as there is a conflict of interest when the regulating body is receiving income from it's licensee.

Honorable Sucha put it aptly : "That is why the **proposed amendments to the Fair Trading Act are critical for protection of**

Alberta consumers. The mechanisms used to strengthen government oversight of delegated regulatory organizations are about good governance and public accountability given that the current legislation does not provide the Alberta government authority to verify organizations' practices. The oversight mechanisms will ensure that delegated regulatory organizations are held to high standards and that these organizations can be held accountable in ways that Albertans have come to expect. This bill represents our government's commitment to protecting Alberta consumers. Albertans expect and deserve these protections whenever a delegated regulatory organization exists and a consumer is involved."

http://www.assembly.ab.ca/ISYS/LADDAR_files/docs/hansards/han/legislature_29/session_2/20160419_1330_01_han.pdf#page=21

Thank you for your time and consideration. If you have any questions or concerns feel free to contact me.

Your friendly neighborhood taxpayer.

Jeremy Wong

