

CHRISTOPHER JOHN WRIGHT
AND TO
ANY EMPLOYEE, REPRESENTATIVE, AGENT OR ASSOCIATE
OF
CHRISTOPHER JOHN WRIGHT

This Director's Order was issued under s. 157 of the *Fair Trading Act* in response to, in the opinion of the Director, contraventions of the Act. As mandated by s. 157.1 of the *Fair Trading Act*, this Director's Order is part of the public record.

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DIRECTOR'S ORDER UNDER SECTION 157 OF THE FAIR TRADING ACT

TO

CHRISTOPHER JOHN WRIGHT

AND TO

**ANY EMPLOYEE REPRESENTATIVE, AGENT OR ASSOCIATE OF
CHRISTOPHER JOHN WRIGHT**

Background and Issues

On March 23, 2007 Christopher John WRIGHT (WRIGHT) pled guilty to 5 counts under the *Fair Trading Act*, s. 104(1), for operating a prepaid contracting business without holding the required prepaid contractor's business licence as a result of entering into five contracts with Calgary area consumers. The remaining counts were withdrawn. WRIGHT received credit for serving a 4 month jail term while awaiting trial. Based on the guilty plea, Wright received a suspended sentence and was placed on probation for 18 months such that he was not, either directly or indirectly, whether that was personally or as an officer of a corporation or as a shareholder, to enter into any contract of services in the Province of Alberta. He previously had made full restitution to the five consumers.

From August 21, 2011 to October 3, 2011 WRIGHT engaged in the activities of a prepaid contractor with an Edmonton female consumer who was 85 years old. WRIGHT was operating under his business names; First Choice Sunrooms Ltd. and First Choice Sunrooms Inc. WRIGHT solicited, negotiated or concluded the construction, alteration or maintenance contracts away from his normal place of business. WRIGHT accepted prepayments prior to the full completion of these contracts. WRIGHT failed to complete the work required under these contracts. Within a one year period of the contract dates, the consumer sent WRIGHT a notice of cancellation. WRIGHT issued a partial refund to the consumer. On September 26, 2012 charges were laid against WRIGHT and First Choice Sunrooms Ltd. for continuing to operate as a prepaid contracting business without holding the required prepaid contractor's business licence; for failing to issue a full refund to the consumer; for misleading and deceiving the consumer and; for failing

to use a contract that includes all the information required by section 35 of the *Fair Trading Act*. This matter is now before the Courts.

From October 28, 2012 to September 22, 2013 WRIGHT engaged in the activities of a prepaid contractor on six occasions with consumers in Medicine Hat, Irvine and Veinerville. WRIGHT was operating under his business names, Lamont Sunrooms & Exteriors, a division of 1693020 Alberta Ltd., and First Choice Sunrooms. In all circumstances, WRIGHT solicited, negotiated or concluded the construction, alteration, or maintenance contracts away from his normal place of business. WRIGHT accepted prepayments prior to the full completion of these contracts. WRIGHT failed to complete the work required under these contracts. Within a one year period of the contract dates, these consumers sent WRIGHT a notice of cancellation. WRIGHT has failed to issue refunds to these consumers.

The stated activities constitute a "Prepaid Contracting Business" requiring WRIGHT to be licensed as a Prepaid Contracting Business, as required under section 104(1) of the *Fair Trading Act*. At the time of entering into the prepaid contracts, WRIGHT was not licensed as required under section 104(1) of the *Fair Trading Act*. If a contractor was required to be licensed and was not licensed at the time the direct sales contract was concluded, consumers may cancel the contract up to one year from the date the contract was signed as outlined in section 28(2) of the *Fair Trading Act*.

When a contractor enters into a prepaid contract, the contracts must include all of the information in section 35 of the *Fair Trading Act*. The prepaid contracts used by WRIGHT did not include all of the information required by section 35 of the *Fair Trading Act*. If a prepaid contract does not include all the information required by section 35 of the *Fair Trading Act*, consumers may cancel the contract up to one year from the date the contract was signed as outlined in section 28(2) of the *Fair Trading Act*.

When a contractor receives a notice of cancellation from a consumer, with a reason specified under section 28(2) of the *Fair Trading Act*, then within 15 days after the direct sales contract is cancelled, the contractor must refund to the consumer all money paid by the consumer as required by section 31(2) of the *Fair Trading Act*.

The consumers in Edmonton, Medicine Hat, Irvine and Veinerville cancelled their contracts. WRIGHT has not returned all the money to the consumers after cancellation of their contracts.

A "Prepaid Contracting Business" means the activities of soliciting, negotiating, or concluding in person, at any place other than the seller's place of business, a prepaid contract.

A "Prepaid Contract" means a construction or maintenance contract in which all or part of the contract price is to be paid before all the goods or services called for in the contract are provided.

A "Construction or Maintenance Contract" in part means a contract for the purpose of, construction, altering, maintaining, repairing, adding to or improving persons own private dwelling or structure/building located on the same property, used in connection with a person's own private dwelling/building/structure.

Order

Christopher John WRIGHT individually or through any employee, representative, agent or associate must immediately cease entering into prepaid contracts (taking down payments, deposits or progress payments before the work is fully completed) with residential consumers until the licensing requirements have been met, and must ensure refunds are provided to consumers who cancel when allowed to by the *Fair Trading Act*.

1693020 Alberta Ltd., Lamont Sunrooms & Exteriors, First Choice Sunrooms Ltd. or First Choice Sunrooms Inc. or through any employee, representative, agent or associate of these companies must immediately cease entering into prepaid contracts (taking down payments, deposits or progress payments before the work is fully completed) with residential consumers until the licensing requirements have been met, and must ensure refunds are provided to consumers who cancel when allowed to by the *Fair Trading Act*.

NON COMPLIANCE WITH ORDER

ANY PERSON WHO FAILS TO COMPLY WITH AN ORDER OF THE DIRECTOR UNDER SECTION 157 OF THE *FAIR TRADING ACT* CONTRAVENES THIS ACT AND IS GUILTY OF AN OFFENCE AND MAY BE PROSECUTED PURSUANT TO SECTION 163 OF THE *FAIR TRADING ACT*.



Scott Hood
Director of Fair Trading (as delegated)
February 3, 2014