

UNDERTAKING

Pursuant to Section 154 of the *Business Practices and Consumer Protection Act*

THIS UNDERTAKING is made with an effective date of **August 7, 2019**

Between

David Asselin
(the "Respondent")

And

**The Director of the
Business Practices and Consumer Protection Authority of British Columbia**
(the "Director")

WHEREAS:

- A. The Respondent is licensed to engage in the designated activity of home inspector as defined under Section 1 of the Home Inspector Licensing Regulation (the "Regulation");
- B. On July 11, 2019 the Respondent was subject to an inspection conducted by a Consumer Protection BC Inspector ("the Inspector").
- C. The Director received information that:
 - [1] For home inspection contracts executed with consumers the Respondent breached Section 12(2) of the HILR when:
 - i. he allowed multiple statements to be included in the contracts that purported to limit the liability of himself in his capacity as a licensed home inspector.
 - ii. He allowed a statement to be included in the contracts that purported to limit the time for making a claim against him in his capacity as licensed home inspector.
 - [2] For home inspection reports prepared in 2019, the Respondent breached 13(1) of the HILR when:
 - i. he failed to include his business address or alternatively, his mailing address in home inspection reports.
 - [3] That on one occasion the Respondent breached Section 9(3) of the HILR when:
 - i. he performed a home inspection where he had a conflict of interest that resulted in a material gain to him.

NOW THEREFORE:

A. The Respondent undertakes, acknowledges, and agrees with the Director:

- [1] By October 15, 2019, and for the period between the effective date of this Undertaking and September 1, 2019, submit a copy of every form used to evidence any agreement for the provision of home inspection services that caused the Respondent to perform the designated activity of home Inspector.
- [2] To ensure the Respondents' business or mailing address is included prominently on the first page in any form the Respondent uses to document the results of a home inspection.
- [3] The Respondent will not engage in the designated activity of home inspector for a prospective purchaser of a property when the Respondent has engaged in the designated activity of home inspector for the benefit a prospective seller of the same property.
- [4] The Respondent will not engage in the designated activity of home inspector for a prospective seller of a property when the Respondent has engaged in the designated activity of home inspector for the benefit a prospective purchaser of the same property.
- [5] That this Undertaking is binding on The Respondent until such time as it is either terminated in writing by the Director or terminated by order of the Supreme Court of British Columbia.
- [6] That in addition to rendering the Respondent liable to further penalties and proceedings as provided for under the BPCPA, it is an offence under the BPCPA to fail to comply with any part of this undertaking that has not been previously terminated or amended.
- [7] That any communication with the Director in connection with this Undertaking shall be made to the following:

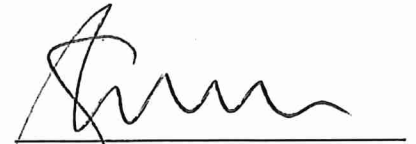
Shahid Noorani
Vice President, Regulatory Services
Consumer Protection BC
200 – 4946 Canada Way
Burnaby, British Columbia V5G 4H7

And in the case of the Respondent to the following address:

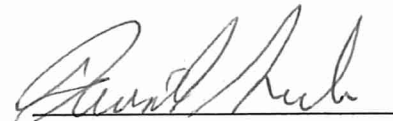
303B-7025 Stride Avenue
Burnaby, BC V3N4Y2

Unless another address for delivery is given to the other party, in writing, by the Director or the Respondent.

DATED this 8 day of August 2019



Signature
Shahid Noorani
Vice President, Regulatory Services
Consumer Protection BC



Signature
David Asselin



UNDERTAKING

Pursuant to Section 154 of the *Business Practices and Consumer Protection Act*

THIS UNDERTAKING is made with an effective date of **August 7, 2019**

Between

In Spect Building Consultants Inc.
(the "Respondent")

And

**The Director of the
Business Practices and Consumer Protection Authority of British Columbia**
(the "Director")

WHEREAS:

- A. Having regards to the requirements of a supplier as defined in Section 1 the *Business Practices and Consumer Protection Act* ("BPCPA");
- B. On July 11, 2019 the Respondent was subject to an inspection conducted by a Consumer Protection BC inspector ("the Inspector").
- C. The Director received information that:

- [1] For home inspection contracts that were future performance in nature, the Inspector alleged the Respondent breached Section 19 of the BPCPA when varying;
 - i. it failed to include its legal name on the contracts;
 - ii. it failed to include its business address on the contracts;
 - iii. it failed to include its business phone number on the contracts;
 - iv. it failed to provide a detailed description of the services to be supplied under the contracts;
 - v. it failed to disclose the itemized purchase price and other costs payable for the services supplied under the contracts.
- [2] For home inspection contracts that were of a distance sales nature, the Inspector alleged the Respondent breached Section 46(2) of the BPCPA when;
 - i. it failed to disclose required information in a clear and comprehensible manner in the contracts.
- [3] For home inspection contracts executed with consumers, the Inspector alleged the Respondent breached Section 12(1) of the HILR when:
 - It failed to include the statement detailed in subsection (f) of HILR 12(1) in the contracts.

NOW THEREFORE:

A. The Respondent undertakes, acknowledges, and agrees with the Director:

- [1] Within 7 days of service of this Undertaking, to submit to the Director a copy of any form the Respondent intends to use in the future to evidence any agreement for the provision of home inspection services performed by an employee or agent of the Respondent.;
- [2] Not to use any form to evidence any agreement for the provision of home inspection services unless it has been approved by Consumer Protection BC as being compliant with the provisions of the BPCPA and HILR 12(1) and 12(2);
- [3] Within 7 days of service of this Undertaking, to submit to the Director a completed sample copy of any form the Respondent intends to have its employees or agents use to document the results of a home inspection in the future.
- [4] To ensure that the Respondents' employees or agents who perform home inspections comply with the requirements of HILR 13(1).
- [5] Not allow any employee or agent of the Respondent to provide the services of home inspector to a prospective purchaser of a property when any employee or agent of the Respondent has provided the services of home inspector to a prospective vendor of the same property.
- [6] Not allow any employee or agent of the Respondent to provide the services of home inspector to a prospective seller of a property when any employee or agent of the Respondent has provided the services of home inspector to a prospective purchaser of the same property.
- [7] To reimburse Consumer Protection BC partial costs of the Inspection in the amount of \$500.00 within 15 days of service of this Undertaking.
- [8] That this Undertaking is binding on the Respondent until such time as it is either terminated in writing by the Director or terminated by order of the Supreme Court of British Columbia.
- [9] That in addition to rendering the Respondent liable to further penalties and proceedings as provided for under the BPCPA, it is an offence under the BPCPA to fail to comply with any part of this undertaking that has not been previously terminated or amended.
- [10] That any communication with the Director in connection with this Undertaking shall be made to the following:

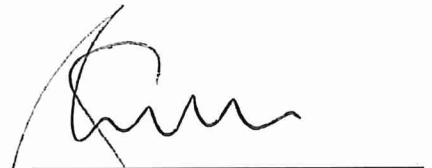
Shahid Noorani
Vice President, Regulatory Services, Consumer Protection BC
200 – 4946 Canada Way
Burnaby, British Columbia V5G 4H7

And in the case of the Respondent to the following address:

In Spect Building Consultants Ltd.
303B-7025 Stride Ave. Burnaby, BC V3N4Y2

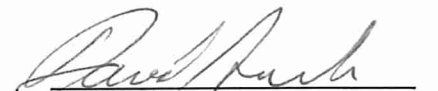
Unless another address for delivery is given to the other party, in writing, by the Director, the Licensee Respondent or The Respondent.

DATED this 8 day of August 2019



Signature
Shahid Noorani

Vice President, Regulatory Services
Consumer Protection BC



Signature
In Spect Building Consultants Ltd.