

BILL 4 – 2025

BUSINESS PRACTICES AND CONSUMER PROTECTION AMENDMENT ACT, 2025

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

- 1 *Section 1 (1) of the Business Practices and Consumer Protection Act, S.B.C. 2004, c. 2, is amended by adding the following definition:*

“**tribunal**”, except in section 175 (4), has the same meaning as in section 1 (1) of the *Civil Resolution Tribunal Act*; .

- 2 *Section 2 (1) is amended by striking out “Parts 6 [Credit Reporting] and 7 [Debt Collection]” and substituting “Section 14.4 [dispute resolution and class proceeding term or acknowledgment inoperative – low value claim] and Parts 6 [Credit Reporting] and 7 [Debt Collection]”.*

- 3 *The following Division is added to Part 2:*

Division 4 – Prohibited Contract Terms

Definitions

- 14.1 (1) In this Division:

“**class proceeding term or acknowledgment**” means a term or acknowledgment in a contract that prevents or has the effect of preventing a person, in relation to a matter arising out of the contract, from commencing a class proceeding, or becoming a member of a class involved in a class proceeding, under the *Class Proceedings Act* or similar legislation of another jurisdiction;

“**consumer contract**” means a contract relating to a consumer transaction;

“**dispute resolution term or acknowledgment**” means a term or acknowledgment in a contract that requires or has the effect of requiring that a dispute in relation to a matter arising out of the contract be submitted to arbitration or another dispute resolution process.

- (2) For certainty, a reference to a dispute resolution term or acknowledgment in relation to a contract includes a reference to an arbitration agreement, as defined in section 1 of the *Arbitration Act*, relating to a matter arising out of the contract.

Contract must not prohibit review – consumer

- 14.2 (1) A supplier must not include in a consumer contract a term or acknowledgment that prohibits or has the effect of prohibiting a consumer from posting on the internet, or otherwise communicating, a review by the consumer of
- (a) the goods or services that are the subject of the contract, or
 - (b) the consumer transaction.
- (2) A term or acknowledgment described in subsection (1) in a consumer contract is void.

Dispute resolution and class proceeding term or acknowledgment prohibited – consumer

- 14.3 (1) A supplier must not include a dispute resolution term or acknowledgment or a class proceeding term or acknowledgment in a consumer contract.
- (2) A dispute resolution term or acknowledgment or a class proceeding term or acknowledgment in a consumer contract is void.
- (3) Subsections (1) and (2) do not prevent the parties to a consumer contract from agreeing, after a dispute arising out of the contract arises, to submit the dispute to arbitration or another dispute resolution process.

Dispute resolution and class proceeding term or acknowledgment inoperative – low value claim

- 14.4 (1) In this section:
- “**contract**” does not include a consumer contract;
 - “**low value claim**”, in relation to a contract, means a claim in relation to a matter arising out of the contract for an amount that is less than the prescribed amount.
- (2) A dispute resolution term or acknowledgment or a class proceeding term or acknowledgment in a contract is inoperative to the extent that it applies in relation to a low value claim.
- (3) Subsection (2) does not prevent the parties to a contract from agreeing, after a dispute respecting a low value claim arises, to submit the dispute to arbitration or another dispute resolution process.

4 Section 17 is amended

(a) by repealing the definition of “continuing services contract”, and

(b) by adding the following definitions:

“**fitness or other personal services contract**” means a future performance contract for the supply of fitness or other personal services on a continuing basis that is designated by regulation;

“security interest” has the same meaning as in Part 5;

“subscription contract” means a future performance contract for the supply of goods or services on a continuing basis that is not a fitness or other personal services contract; .

5 *The following Division is added to Part 4:*

Division 1.1 – Contract Requirements

Application

18.1 This Division applies to a contract described in Division 2 or 4 of this Part.

Contract contents

18.2 A contract must include the following information:

- (a) the supplier’s name and, if different, the name under which the supplier carries on business;
- (b) if the supplier is registered under the *Motor Dealer Act*, the supplier’s registration number;
- (c) the date the contract is entered into;
- (d) a detailed description of the goods or services to be supplied under the contract, including any relevant technical or system specifications;
- (e) the supplier’s delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer;
- (f) if the goods or services are not supplied on the date the contract is entered into,
 - (i) the supply date, and
 - (ii) if applicable, the date on which the supply of the goods or services will be complete;
- (g) an itemized purchase price for the goods or services to be supplied;
- (h) the nature and amount of other costs payable by the consumer in relation to the contract that can reasonably be determined by the supplier, including taxes and shipping charges;
- (i) the nature of any other costs payable by the consumer in relation to the contract that cannot reasonably be determined by the supplier, including any customs duties and brokerage fees;
- (j) if amounts owing under the contract are payable in a currency other than Canadian currency, the currency in which the amounts are payable;
- (k) a detailed statement of the terms of payment under the contract and, if the contract provides for periodic payments, the amount of each of the periodic payments;
- (l) the total price under the contract, including the total cost of credit;

- (m) if applicable, a description and dollar value of any trade-in relating to the contract;
- (n) if credit is extended or arranged by the supplier, a description of the subject matter of any security interest;
- (o) any promotional offers that apply to the contract, including
 - (i) the conditions required to qualify for the offer,
 - (ii) the terms and duration of the offer, and
 - (iii) the contract terms that apply when the offer expires;
- (p) any other restrictions, limitations, terms or conditions that apply or may apply to the supply of the goods or services;
- (q) the supplier's return, exchange, cancellation and refund policies;
- (r) if applicable, the contract renewal terms, including
 - (i) how the contract may be renewed by the consumer, and
 - (ii) any provisions for automatic renewal;
- (s) in the case of a contract designated by regulation, a notice of the consumer's rights of cancellation, in the prescribed form and manner;
- (t) any other prescribed information.

Disclosure to consumer

- 18.3** (1) Before a supplier enters into a contract with a consumer, the supplier must, if the total price under the contract is more than the prescribed amount, disclose the following information to the consumer:
- (a) the information referred to in section 18.2 (a) and (d) to (t);
 - (b) any other prescribed information.
- (2) The information required under subsection (1) must
- (a) be provided without charge to the consumer and without conditions,
 - (b) be provided in a clear and comprehensible manner, and
 - (c) meet any other prescribed requirements.
- (3) The supplier must,
- (a) at the time that the information required under subsection (1) is disclosed to the consumer, provide the consumer with an express opportunity to view the entire contract, and
 - (b) if the consumer requests, promptly provide a copy of the contract to the consumer.

Contract cancellation

- 18.4** (1) A consumer may cancel a contract if
- (a) the contract does not include the information required under section 18.2,
 - (b) the information included in the contract is inconsistent with the information disclosed to the consumer before the contract was entered into, or
 - (c) the supplier fails to comply with section 18.3.
- (2) The consumer may cancel a contract under subsection (1) by giving notice of cancellation to the supplier not later than the following:
- (a) in the case of a direct sales contract or future performance contract, one year after the date the consumer receives a copy of the contract;
 - (b) in the case of a time share contract, the later of
 - (i) one year after the date the consumer receives a copy of the contract, and
 - (ii) the expiry of any longer prescribed period;
 - (c) in the case of a distance sales contract, 7 days after the date the consumer receives a copy of the contract.

6 *Section 19 is repealed.*

7 *Section 20 is amended*

(a) in subsection (1) by striking out “section 19” and substituting “section 18.2 [contract contents]”, and

(b) by repealing subsection (3) and substituting the following:

- (3) A direct sales contract is not binding on a consumer if the supplier does not give to the consumer a copy of the contract at the time the contract is entered into.

8 *The following section is added:*

Direct sales contract – prohibitions

- 20.1** (1) A supplier must not offer for sale by direct sales contract, or enter into a direct sales contract with a consumer for the supply of, any of the following:
- (a) a furnace;
 - (b) a duct cleaning service;
 - (c) an air conditioner;
 - (d) an air cleaner or purifier;
 - (e) a home security system;

- (f) a water heater;
 - (g) a water treatment device, purifier or filter;
 - (h) a water softener;
 - (i) a window or energy audit;
 - (j) a prescribed good or service.
- (2) A supplier must not extend or arrange credit, or offer to extend or arrange credit, in respect of a direct sales contract.
- (3) A direct sales contract that provides for the supply of a good or service referred to in subsection (1) is not binding on the consumer.
- (4) If credit is extended or arranged by a supplier in respect of a direct sales contract, the direct sales contract and the credit agreement, as defined in section 57 [*definitions for Part 5*], are not binding on the consumer.

9 Section 21 is amended

- (a) in subsection (1) by striking out “A consumer may” and substituting “In addition to the right of cancellation under section 18.4 [*contract cancellation*], a consumer may”,**
- (b) in subsection (2) by striking out “A consumer may” and substituting “In addition to the right of cancellation under section 18.4, a consumer may”, and**
- (c) by repealing subsection (2) (a).**

10 Section 22 is repealed.

11 Section 23 is amended

- (a) by repealing subsection (2), and**
- (b) by repealing subsection (5) and substituting the following:**
- (5) In addition to the right of cancellation under section 18.4 [*contract cancellation*], a consumer may cancel a future performance contract by giving notice of cancellation to the supplier as follows:
- (a) if the supplier does not comply with subsection (3), within one year of the date the contract was entered into;
 - (b) if the goods or services to be delivered to the consumer under the contract are not delivered within 30 days of the supply date provided under section 18.2 (f) [*contract contents*], at any time before the goods or services are delivered.

12 Section 24 is amended

- (a) in subsection (1) by striking out “sections 19 and 23 (2) [required contents of contract]” and substituting “section 18.2 [contract contents]” and by striking out “continuing services contract” and substituting “fitness or other personal services contract”,**
- (b) in subsections (3) and (4) by striking out “continuing services contract” and substituting “fitness or other personal services contract”,**
- (c) in subsection (5) by striking out “continuing services contracts” and substituting “fitness or other personal services contracts”, and**
- (d) in subsection (7) by adding “or claim” after “an action” and by adding “, or the tribunal must give a final decision,” after “the court must enter judgment”.**

13 Section 25 is amended

- (a) in subsection (1) by striking out “A consumer may cancel a continuing services contract” and substituting “In addition to the right of cancellation under sections 18.4 [contract cancellation] and 23 (5), a consumer may cancel a fitness or other personal services contract”,**
- (b) in subsection (2) by striking out “A consumer may cancel a continuing services contract” and substituting “In addition to the right of cancellation under sections 18.4 and 23 (5), a consumer may cancel a fitness or other personal services contract”,**
- (c) in subsection (6) by striking out “continuing services contract” and substituting “fitness or other personal services contract”,**
- (d) in subsection (6) (a) (i) and (ii) by striking out “cash payments made” and substituting “money paid”, and**
- (e) in subsection (6) (b) by striking out “return to the consumer every” and substituting “return to the consumer, or cancel, as applicable, every cheque, pre-authorized debit or other”.**

14 The following sections are added:

Subscription contract – automatic renewal

- 25.1 (1)** A provision in a subscription contract that provides for automatic renewal of the contract for a term of 60 days or less is void unless the contract provides that the consumer may cancel the renewal at any time, whether before or after the renewal date, without charge or other penalty.

- (2) A provision in a subscription contract that provides for automatic renewal of the contract for a term of more than 60 days is void unless
 - (a) the contract provides that
 - (i) the consumer may cancel the renewal at any time, whether before or after the renewal date,
 - (ii) if the consumer cancels the renewal before the renewal date, no charge or other penalty applies, and
 - (iii) if the consumer cancels the renewal after the renewal date, the consumer is entitled to the refund set out in subsection (5) (a), and
 - (b) the supplier gives a notice to the consumer, not more than 60 days and not less than 30 days before the renewal date, that includes the following:
 - (i) the renewal date;
 - (ii) a statement of the consumer's right under the contract, as set out in paragraph (a), to cancel the renewal;
 - (iii) instructions respecting how to cancel the renewal;
 - (iv) a statement that the contract will be renewed if the consumer does not respond to the notice.
- (3) A supplier may give a notice under subsection (2) (b) by any manner that enables the supplier to prove that the consumer has received the notice.
- (4) Section 27 [*refund by supplier on cancellation*] does not apply to a cancellation of a subscription contract referred to in subsection (2).
- (5) If a consumer cancels a subscription contract referred to in subsection (2) after the renewal date, the supplier must
 - (a) within 15 days after the notice of cancellation has been given, refund to the consumer the portion determined in the prescribed manner of all money paid under the contract, and
 - (b) within 30 days after the notice of cancellation has been given, return to the consumer, or cancel, as applicable, every cheque, pre-authorized debit or other negotiable instrument executed by the consumer in connection with the contract.

Subscription contract – unilateral amendment

- 25.2** (1) A provision in a subscription contract that permits the supplier to unilaterally amend the contract is void unless the provisions of the contract that may be unilaterally amended are identified in the contract at the time the contract is entered into.

- (2) Without limiting subsection (1), a provision in a subscription contract that permits the supplier to unilaterally amend a provision respecting cancellations, returns, exchanges or refunds is void unless the provision specifically states that any such amendment may be made only if the amendment does not increase an obligation of the consumer or reduce an obligation of the supplier.
- (3) Subject to subsection (4), a supplier must, not less than 30 days and not more than 60 days before a unilateral amendment to a provision is to take effect, provide notice to the consumer, by any manner that enables the supplier to prove that the consumer has received the notice, that includes
 - (a) the text of the provision as it will read after the amendment,
 - (b) information explaining the amendment in a clear and comprehensible manner, and
 - (c) if the amendment increases an obligation of the consumer, or reduces an obligation of the supplier, under the contract, a statement of the consumer's right to cancel the contract under subsection (5).
- (4) If a supplier fails to comply with subsection (3), the supplier may not unilaterally amend the contract, and any such amendment is void.
- (5) If a unilateral amendment made by a supplier increases an obligation of the consumer or reduces an obligation of the supplier under a contract, the consumer may cancel the contract at any time without charge or other penalty.

15 Section 26 is amended

- (a) *in subsection (3) by striking out "A consumer" and substituting "In addition to the right of cancellation under section 18.4 [contract cancellation], a consumer", and*
- (b) *by repealing subsection (4).*

16 Section 27 is repealed and the following substituted:

Refund by supplier on cancellation

- 27 If a direct sales contract, future performance contract or time share contract is cancelled under this Part, the supplier must refund to the consumer, without deduction except as provided for in this Part or in the regulations, all money received in respect of the contract, whether received from the consumer or from any other person, within 15 days after the later of the following:
 - (a) the date the notice of cancellation is given to the supplier;
 - (b) if the consumer has received goods under the contract and the supplier has complied with section 28 (1.1), the date the goods are returned to the supplier under section 28 (1).

17 Section 28 (1) is repealed and the following substituted:

- (1) If a direct sales contract, future performance contract or time share contract is cancelled under this Part, the consumer must return any goods received under the contract in accordance with the instructions provided by the supplier under subsection (1.1).
- (1.1) The supplier must, within 15 days after the notice of cancellation has been given, provide instructions to the consumer respecting how to return any goods received under the contract, which instructions must be consistent with the supplier's return policies referred to in section 18.2 (q).
- (1.2) If the supplier does not comply with subsection (1.1), the consumer
 - (a) is not required to return any goods received under the contract, and
 - (b) is, in respect of the goods, discharged from any obligation arising under the contract.

18 Section 34 (1) (a) is amended by striking out “section 19 [required contents of contract]” and substituting “section 18.2 [contract contents]”.

19 Section 36 (1) (a) is amended by striking out “section 19 [required contents of contract]” and substituting “section 18.2 [contract contents]”.

20 Section 37 is amended by striking out “preneed cemetery and funeral services contract” and substituting “preneed cemetery or funeral services contract”.

21 Section 43 (1) (a) is amended by striking out “section 19 [required contents of contract]” and substituting “section 18.2 [contract contents]”.

22 Section 46 is repealed.

23 Section 47 (2) (a) is amended by striking out “under section 46” and substituting “to be disclosed to the consumer under section 18.3 [disclosure to consumer]”.

24 Section 48 is amended

- (a) in subsection (2) (a) by striking out “section 46 [disclosure of information]” and substituting “section 18.3 (1) [disclosure to consumer]”, and**
- (b) in subsection (3) by striking out “In addition to section 183 (2) [how to give or serve documents generally], the supplier” and substituting “The supplier”.**

25 Section 49 (1) is amended

(a) by striking out “A consumer may” **and substituting** “In addition to the right of cancellation under section 18.4 (1) [*contract cancellation*], a consumer may”,
and

(b) by repealing paragraph (a).

26 Section 50 is repealed and the following substituted:

Refund by supplier on cancellation

50 If a distance sales contract is cancelled under this Part, the supplier must refund to the consumer, without deduction, all money received in respect of the contract and in respect of any related consumer transaction, whether received from the consumer or from any other person, within 15 days after the later of the following:

- (a) the date the notice of cancellation is given to the supplier;
- (b) if the consumer has received goods under the contract and the supplier has complied with section 51 (1.1), the date the goods are returned to the supplier under section 51 (1).

27 Section 51 is amended

(a) by repealing subsection (1) and substituting the following:

- (1) If a distance sales contract is cancelled under this Part, the consumer must return any goods received under the contract in accordance with the instructions provided by the supplier under subsection (1.1).
- (1.1) The supplier must, within 15 days after the notice of cancellation has been given, provide instructions to the consumer respecting how to return any goods received under the contract, which instructions must be consistent with the supplier’s return policies referred to in section 18.2 (q) [*contract contents*].
- (1.2) If the supplier does not comply with subsection (1.1), the consumer
 - (a) is not required to return any goods received under the contract, and
 - (b) is, in respect of the goods, discharged from any obligation arising under the contract. ,

(b) by repealing subsections (2) and (3), and

(c) in subsection (4) by striking out “subsection (2)” **and substituting** “subsection (1) if the goods are unused and in the same condition as that in which they were delivered”.

- 28** *Section 105 (2) (b) is amended by striking out “an action under” and substituting “an action or claim referred to in”.*
- 29** *Section 109 (1) (d) is repealed and the following substituted:*
(d) information about a court proceeding in which the individual is a nominal defendant or about a court or tribunal proceeding in which the cause of action or claim is primarily other than for a liquidated amount; .
- 30** *Section 149 is amended by striking out “or court order” and substituting “, court order or tribunal order”.*
- 31** *The heading to Division 5 of Part 10 is amended by adding “and Tribunal” after “Court”.*
- 32** *Section 171 is amended*
- (a) in subsection (1) by striking out “may bring an action against” and substituting “may bring an action in Supreme Court or Provincial Court, or may make a request under section 4 of the Civil Resolution Tribunal Act asking the tribunal to resolve a claim, against”,*
- (b) in subsection (2) by striking out “must not bring an action under this section if an application has been made, on the person’s behalf, to the court” and substituting “must not bring an action, or make a request, referred to in subsection (1) if an application has been made on the person’s behalf to a court”, and*
- (c) in subsection (3) by striking out “Provincial Court has” and substituting “Provincial Court and the tribunal have”.*
- 33** *The following section is added to Division 5 of Part 10:*

Order binding consumer

173.1 Despite any other provision of this Act, a court or the tribunal may order that a consumer is bound by all or one or more portions of a contract, for the period that the court or tribunal determines, if the court or tribunal determines that it would be unjust in the circumstances for the consumer not to be bound.

- 34** *Section 185 (1) (c) is repealed and the following substituted:*
(c) in a court or tribunal proceeding related to this Act or a similar enactment of British Columbia or a court proceeding related to a similar enactment of another province or Canada, .

35 *Section 186 (1) (g) is amended by adding “or tribunal” after “court”.*

36 *Section 189 is amended*

(a) in subsection (2) by adding the following paragraphs:

- (c.1) section 14.2 [*contract must not prohibit review – consumer*];
- (c.2) section 14.3 [*dispute resolution and class proceeding term or acknowledgment prohibited – consumer*];
- (c.3) section 14.4 [*dispute resolution and class proceeding term or acknowledgment inoperative – low value claim*];
- (c.4) section 18.3 (1), (2), or (3) [*disclosure to consumer*];
- (c.5) section 20.1 (1) or (2) [*direct sales contract – prohibitions*]; , **and**

(b) in subsection (2) by repealing paragraph (k).

37 *Section 189 (5) (c) (v) is amended by adding “or the tribunal” after “court”.*

38 *Section 192 (2) is amended by striking out “commenced an action against the defendant under section 171” and substituting “brought an action, or made a request, referred to in section 171 (1)”.*

39 *The following section is added:*

Transitional – prohibited contract terms

203.001 Division 4 of Part 2 applies to contracts entered into before, on or after the coming into force of that Division.

40 *The following sections are added:*

Transitional – consumer contracts

203.002 (1) Subject to subsection (2), Part 4, as it read immediately before the coming into force of this section, continues to apply to contracts entered into before the coming into force of this section.

(2) Subsection (1) does not apply to contracts that are renewed after the coming into force of this section.

Transitional – direct sales contract credit agreement

203.003 (1) Section 22, as it read immediately before its repeal, continues to apply to a credit agreement, as defined in section 57, in respect of a direct sales contract, as defined in section 17, entered into before the repeal of section 22.

(2) This section may be repealed by regulation of the Lieutenant Governor in Council.

Commencement

41 The provisions of this Act referred to in column 1 of the following table come into force as set out in column 2 of the table:

Item	Column 1 Provisions of Act	Column 2 Commencement
1	Anything not elsewhere covered by this table	The date of Royal Assent
2	Sections 4 to 19	By regulation of the Lieutenant Governor in Council
3	Sections 21 to 27	By regulation of the Lieutenant Governor in Council
4	Section 36	By regulation of the Lieutenant Governor in Council
5	Section 40	By regulation of the Lieutenant Governor in Council