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Legislative Assembly of British Columbia

BILL 4

**BUSINESS PRACTICES AND CONSUMER
PROTECTION AMENDMENT ACT, 2025**

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Attorney General and Deputy Premier

Explanatory Notes

CLAUSE 1: *[Business Practices and Consumer Protection Act, section 1]* adds a definition of “tribunal”.

CLAUSE 2: *[Business Practices and Consumer Protection Act, section 2]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 3: *[Business Practices and Consumer Protection Act, Division 4 of Part 2]*

- adds definitions for the purposes of the Division;
- adds provisions to prohibit consumer contract terms or acknowledgments that prohibit consumer reviews, prevent class proceedings or require arbitration or another dispute resolution process;
- provides that a term or acknowledgment in a contract other than a consumer contract that prevents class proceedings or requires arbitration or another dispute resolution process for disputes is inoperative in relation to a low value claim.

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.

CLAUSE 3: *[Business Practices and Consumer Protection Act, Division 4 of Part 2 – continued]*

CLAUSE 4: *[Business Practices and Consumer Protection Act, section 17]* repeals the definition of “continuing services contract” and adds definitions of “fitness or other personal services contract”, “security interest” and “subscription contract” for the purposes of Part 4.

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;

CLAUSE 4: *[Business Practices and Consumer Protection Act, section 17 – continued]*

CLAUSE 5: *[Business Practices and Consumer Protection Act, Division 1.1 of Part 4]*

- sets out requirements applicable to direct sales, future performance, time share and distance sales contracts in respect of information that must be included in a contract and that must be disclosed to a consumer;
- provides for consumer rights of cancellation.

“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;

CLAUSE 5: *[Business Practices and Consumer Protection Act, Division 1.1 of Part 4
– continued]*

- (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.

CLAUSE 5: *[Business Practices and Consumer Protection Act, Division 1.1 of Part 4 – continued]*

CLAUSE 6: *[Business Practices and Consumer Protection Act, section 19]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 7: *[Business Practices and Consumer Protection Act, section 20]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 8: *[Business Practices and Consumer Protection Act, section 20.1]* prohibits direct sales contracts for the supply of specified items and offering credit for direct sales contracts.

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;

CLAUSE 8: *[Business Practices and Consumer Protection Act, section 20.1 – continued]*

CLAUSE 9: *[Business Practices and Consumer Protection Act, section 21]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 10: *[Business Practices and Consumer Protection Act, section 22]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 11: *[Business Practices and Consumer Protection Act, section 23]*

- repeals a provision consequential to the amendments made by this Bill to the Act;
- provides for consumer rights of cancellation for a future performance contract.

- (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.

CLAUSE 12: *[Business Practices and Consumer Protection Act, section 24]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 13: *[Business Practices and Consumer Protection Act, section 25]*

- makes amendments consequential to the amendments made by this Bill to the Act;
- clarifies the requirements for a supplier to return money paid, or cancel or return negotiable instruments executed, under a cancelled fitness or other personal services contract.

CLAUSE 14: *[Business Practices and Consumer Protection Act, sections 25.1 and 25.2]*

- provides that a provision for automatic renewal of a subscription contract for a term of more than 60 days is void unless specified requirements are met;
- provides that a provision permitting a supplier to unilaterally amend a subscription contract is void, or the consumer may cancel the contract, if specified requirements are not met.

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.

CLAUSE 14: *[Business Practices and Consumer Protection Act, sections 25.1 and 25.2
– continued]*

- (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.

CLAUSE 14: *[Business Practices and Consumer Protection Act, sections 25.1 and 25.2 – continued]*

CLAUSE 15: *[Business Practices and Consumer Protection Act, section 26]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 16: *[Business Practices and Consumer Protection Act, section 27]* sets out requirements for the refund of money to the consumer if a direct sales contract, future performance contract or time share contract is cancelled.

- (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).

CLAUSE 17: *[Business Practices and Consumer Protection Act, section 28]* sets out requirements for the return of any goods received by the consumer if a direct sales contract, future performance contract or time share contract is cancelled.

CLAUSE 18: *[Business Practices and Consumer Protection Act, section 34]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 19: *[Business Practices and Consumer Protection Act, section 36]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 20: *[Business Practices and Consumer Protection Act, section 37]* makes a housekeeping amendment.

CLAUSE 21: *[Business Practices and Consumer Protection Act, section 43]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 22: *[Business Practices and Consumer Protection Act, section 46]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 23: *[Business Practices and Consumer Protection Act, section 47]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 24: *[Business Practices and Consumer Protection Act, section 48]*

- is consequential to the amendments made by this Bill to the Act;
- makes a housekeeping amendment.

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”.**

CLAUSE 25: *[Business Practices and Consumer Protection Act, section 49]* is consequential to the amendments made by this Bill to the Act.

CLAUSE 26: *[Business Practices and Consumer Protection Act, section 50]* sets out requirements for the refund of money to the consumer if a distance sales contract is cancelled.

CLAUSE 27: *[Business Practices and Consumer Protection Act, section 51]* sets out requirements for the return of any goods received by the consumer if a distance sales contract is cancelled.

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”.

CLAUSE 28: *[Business Practices and Consumer Protection Act, section 105]* is consequential to the amendments made by this Bill to section 171 of the Act.

CLAUSE 29: *[Business Practices and Consumer Protection Act, section 109]* is consequential to the amendments made by this Bill to section 171 of the Act.

CLAUSE 30: *[Business Practices and Consumer Protection Act, section 149]* is consequential to the amendments made by this Bill to section 171 of the Act.

CLAUSE 31: *[Business Practices and Consumer Protection Act, heading to Division 5 of Part 10]* is consequential to the amendments made by this Bill to section 171 of the Act.

CLAUSE 32: *[Business Practices and Consumer Protection Act, section 171]*

- authorizes specified persons who suffer damages or loss due to a contravention of this Act or the regulations to request the Civil Resolution Tribunal to resolve the claim;
- clarifies that court actions by specified persons who suffer damages or loss due to a contravention of this Act or the regulations may be brought in Supreme Court or Provincial Court.

CLAUSE 33: *[Business Practices and Consumer Protection Act, section 173.1]* authorizes a court or the Civil Resolution Tribunal to order that a consumer is bound by all or part of a contract in certain circumstances.

CLAUSE 34: *[Business Practices and Consumer Protection Act, section 185]* is consequential to the amendments made by this Bill to section 171 of the Act.

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, .

CLAUSE 35: *[Business Practices and Consumer Protection Act, section 186]* is consequential to the amendments made by this Bill to section 171 of the Act.

CLAUSE 36: *[Business Practices and Consumer Protection Act, section 189]*

- provides that the contravention of certain provisions, added by this Bill to the Act, is an offence;
- is consequential to the amendments made by this Bill to the Act.

CLAUSE 37: *[Business Practices and Consumer Protection Act, section 189]* is consequential to the amendments made by this Bill to section 171 of the Act.

CLAUSE 38: *[Business Practices and Consumer Protection Act, section 192]* is consequential to the amendments made by this Bill to section 171 of the Act.

CLAUSE 39: *[Business Practices and Consumer Protection Act, section 203.001]* provides a transitional rule for the application of Division 4 of Part 2, added by this Bill to the Act, respecting prohibited contract terms.

CLAUSE 40: *[Business Practices and Consumer Protection Act, sections 203.002 and 203.003]* provides transitional rules for the application of the amendments made by this Bill to Part 4 of the Act, respecting consumer contracts, and to section 22 of the Act, respecting credit agreements for direct sales contracts.

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