



NATIONAL ASSEMBLY OF QUÉBEC

FIRST SESSION

FORTY-THIRD LEGISLATURE

Bill 72

**An Act to protect consumers against
abusive commercial practices and
to offer better transparency with
respect to prices and credit**

Introduction

**Introduced by
Mr. Simon Jolin-Barrette
Minister of Justice**

**Québec Official Publisher
2024**

EXPLANATORY NOTES

This bill amends the Consumer Protection Act and other provisions, mainly as concerns prices, credit contracts and long-term contracts of lease, and itinerant merchants.

The bill introduces requirements relating to the price of food products intended for human consumption. The requirements are aimed more specifically at the indication of taxes applicable at the moment of payment, the display of the price per unit of measurement, the price proposed to consumers who are not members of a loyalty program and the price applicable to the purchase of a set of food products. In the case of merchants who use optical scanner technology, the bill increases the indemnity offered to the consumer when the price of a good rung up at the check-out is higher than the price advertised. The bill also provides a framework for certain practices related to tips.

The bill provides that the membership or renewal fees payable under a credit card contract may be payable only once a year. It prohibits all sureties from charging or collecting a payment from a consumer to enable the entering into of a credit contract. In addition, the bill requires that all applications for open credit indicate the credit limit desired by the consumer and prohibits the merchant from granting the consumer a credit limit higher than that desired. It requires merchants who enter into open credit contracts to hold a permit and prescribes the order in which the consumer's payments must be allocated.

Furthermore, the bill establishes conditions to allow a merchant to transfer to an instalment sale contract or to a long-term contract of lease the balance of a previous debt resulting from a contract relating to goods given in exchange. Several measures are introduced to give a consumer who enters into a long-term contract of lease protections similar to those given with regard to credit. A merchant is also prohibited from making a consumer's entering into a contract to purchase a road vehicle subordinate to a credit contract or to a long-term contract of lease.

The bill introduces a system to limit a consumer's liability in certain circumstances where there is unauthorized use of the consumer's deposit account or fraud.

The bill allows a merchant who has entered into a credit contract or a long-term contract of lease with a consumer to claim from the consumer charges paid to a financial institution because of, for example, a refused cheque or a transfer of funds that could not be completed.

The bill prohibits itinerant merchants from entering into certain contracts, including credit contracts and contracts concerning heating or air-conditioning appliances. It also prohibits an itinerant merchant from supplying a service before the expiry of the 10-day cancellation period provided by law. It provides that, in certain circumstances, a contract entered into by the consumer under or in relation to a contract made with an itinerant merchant forms part of the whole contract and is cancelled of right if the contract made with the itinerant merchant is cancelled.

Lastly, the bill contains consequential provisions.

LEGISLATION AMENDED BY THIS BILL:

- Consumer Protection Act (chapter P-40.1).

REGULATIONS AMENDED BY THIS BILL:

- Order in Council respecting the Policy on accurate pricing for merchants who use optical scanner technology (chapter P-40.1, r. 2);
- Regulation respecting the application of the Consumer Protection Act (chapter P-40.1, r. 3).

Bill 72

AN ACT TO PROTECT CONSUMERS AGAINST ABUSIVE COMMERCIAL PRACTICES AND TO OFFER BETTER TRANSPARENCY WITH RESPECT TO PRICES AND CREDIT

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

CONSUMER PROTECTION ACT

1. Section 2.1 of the Consumer Protection Act (chapter P-40.1) is amended by replacing “section 260.28” by “those of sections 260.28 and 260.29.1”.

2. Section 32 of the Act is replaced by the following section:

“32. As soon as the contract is signed, the merchant must give the consumer a duplicate of the contract, in paper form, and a copy of any other document signed by the latter on the making of the contract.

However, a copy of any document referred to in the first paragraph, other than the contract, may instead be sent to the technological address provided for that purpose by the consumer if expressly authorized by the latter. Any document sent in such a manner must be easy for the consumer to retain and print.”

3. Section 38.1 of the Act is amended by replacing “, a heat pump and any other goods determined by regulation” in the first paragraph by “and a heat pump. A regulation may determine any other goods carrying such a warranty of good working order”.

4. Section 39.4 of the Act, enacted by section 4 of chapter 21 of the statutes of 2023, is amended by replacing “, or their mandatary,” by “, their mandatary or any other person determined by regulation,”.

5. Section 58 of the Act is amended, in the first paragraph,

(1) by inserting “or, in the case of an indeterminate-term contract, the total amount the consumer must pay each month under the contract, even if the instalments are calculated on a basis other than a monthly basis” at the end of subparagraph g;

(2) by striking out “in the case of a contract of credit, the terms and conditions of payment must be stated in the manner prescribed in section 115, 125, 134 or 150” in subparagraph g.1.

6. Section 59 of the Act is amended by adding the following subparagraph at the end of the second paragraph:

“(f) the contract is entered into in contravention of section 244.7.”

7. The Act is amended by inserting the following section after section 60:

“**60.1.** The itinerant merchant may not supply a service provided for in a contract, including the installation of goods, before the expiry of the cancellation period provided for in the first paragraph of section 59.”

8. Section 62 of the Act is amended by replacing the second and third paragraphs by the following paragraphs:

“Any contract made by the consumer, even with a third-party merchant, under or in relation to a contract made with an itinerant merchant and that results from an offer, representation or other action by the itinerant merchant forms part of the whole contract and is cancelled of right if the contract made with the itinerant merchant is cancelled.

In addition, the consumer may, with respect to a contract made with a third-party merchant and referred to in the second paragraph, exercise directly against the itinerant merchant a recourse based on the non-performance of the contract or on the provisions of this Act.”

9. Section 63 of the Act is replaced by the following section:

“**63.** Within 15 days after the cancellation of the contract, the itinerant merchant must refund all sums paid by the consumer under the contract and under any other contract referred to in the second paragraph of section 62, including sums paid to a third-party merchant. The itinerant merchant must also restore to the consumer any good received in payment, as a trade-in or on account or, if unable to do so, remit to the consumer the value of the goods or the price of the goods as indicated in the contract, whichever is greater.

Within 15 days after the cancellation of the contract, the consumer must, if applicable, restore to the merchant the goods that were the object of the contract.

The itinerant merchant shall assume the costs of restitution.”

10. The Act is amended by inserting the following division after section 65:

“DIVISION II.1

**“LIMITED LIABILITY IN CASE OF FRAUD OR OF
UNAUTHORIZED USE OF AN ACCOUNT**

“65.1. A merchant with whom a consumer holds a demand deposit account must refund any sum debited from that account without the consumer’s authorization or that of a person authorized to make transactions on that account. The merchant must also refund any sum debited with the authorization of the consumer, where the latter is a victim of fraud, if the merchant debited that sum without taking the necessary precautions to prevent the fraud despite strong indications raising a suspicion of fraud. The refund must be made within five working days after the consumer’s request to that effect.

However, before being notified by the consumer of the loss or theft of the instrument allowing the consumer to have access to his account or of the non-authorized use of his account, the merchant is required to refund only the total amount of the sums debited in this way that exceeds \$50.

“65.2. The consumer is held liable for the losses incurred by the merchant if the latter establishes that the consumer committed a gross fault as regards the protection of his personal identification number.”

II. Section 70 of the Act is amended

(1) by adding the following subparagraph at the end of the first paragraph:

“(i) the charges related to security.”;

(2) by striking out subparagraph *d* of the second paragraph.

12. Section 72 of the Act is amended by replacing the second paragraph by the following paragraphs:

“In computing the credit rate, the fees for registration in or access to a public register of rights are credit charge components that are not taken into account.

In the case of an open credit contract, the following credit charge components are also not taken into account:

(a) the membership or renewal fees payable under a credit card contract, provided that those fees are payable only once a year and subject to any other condition prescribed by regulation;

(b) the value of the rebate or of the discount to which the consumer is entitled if he pays cash; and

(c) replacement fees for a lost or stolen credit card.”

13. Section 73 of the Act is amended

(1) by replacing “Contracts for the loan of money and contracts involving credit may be cancelled” in the first paragraph by “Credit contracts may be cancelled”;

(2) by adding “Despite the first paragraph,” at the beginning of the second paragraph.

14. Section 92 of the Act is amended

(1) by replacing “in subparagraphs *a*, *b* and *c* of the second paragraph” by “in the second and third paragraphs”;

(2) by striking out “in the case of an open credit contract”;

(3) by adding the following paragraph at the end:

“In addition to the right to the credit charges calculated in accordance with section 91, the merchant may claim from the consumer

(a) only the charges paid following a financial institution’s refusal to accept a cheque or other payment instrument given by the consumer in payment of amounts owed; or

(b) only the charges paid following the impossibility of completion of a transfer of funds agreed on by the consumer and the merchant for that purpose when the impossibility does not arise through the fault of the merchant.”

15. Section 98 of the Act is amended by replacing the first paragraph by the following paragraphs:

“If the parties to a credit contract wish to amend certain provisions of the contract, the amendment must be evidenced in a new contract or in a rider to the original contract. In the latter case, the merchant must give the consumer copies, in paper form, of the rider and of any other document signed by the consumer on the making of the rider. However, these documents may be sent to the technological address provided for that purpose by the consumer, if expressly authorized by the latter. The documents sent in such a manner must be easy for the consumer to retain and print.

An amendment that has the effect of increasing the credit rate or credit charges may be made only at the consumer’s request. In that case, the new contract or the rider must contain the following information:

(a) the identification of the original contract and of any rider to that contract;

(b) the balance owing under the contract before the amendment of the contract;

(c) in the case of a contract for the loan of money or a contract involving credit, the net capital, and the newly agreed credit charges and credit rate;

(d) in the case of an open credit contract, the net capital, if applicable, as well as the newly agreed credit rate and examples of credit charges presented in a chart;

(e) except in the case of an open credit contract, the new amount of the consumer's total obligation and the new terms and conditions of payment; and

(f) any other information prescribed by regulation.

When amendments are evidenced in a rider and the credit rate or credit charges are increased, the amendments must be expressly consented to by the consumer."

16. Section 99 of the Act is amended by replacing "paragraphs *a* and *b*" by "subparagraphs *a* and *b* of the second paragraph".

17. The Act is amended by inserting the following section after section 103.1:

"103.1.1. In the case of a contract involving credit, if there is a dispute, other than a class action, involving the consumer and the merchant, the court may suspend the repayment of the balance on an application by the consumer.

In the case of any other credit contract, if there is a dispute, other than a class action, involving the consumer and the merchant, where the merchant is a vendor, lessor, contractor or service provider, the court may, on the consumer's application, suspend the repayment of the portion of the balance used to pay for all or part of the purchase or lease of the goods or for the provision of the services if the credit contract was entered into in the circumstances described in the first paragraph of section 103.1.

The court shall determine which party is to pay the credit charges accrued during the suspension of the repayment."

18. Section 107 of the Act is amended by inserting "or to resiliate the service contract" at the end.

19. Section 110 of the Act is replaced by the following section:

"110. The return of the goods to the merchant or the resiliation of the service contract authorized under section 107 extinguishes the consumer's contractual obligation.

The consumer is not bound in that case to pay any other sum he may otherwise owe to the merchant under the contract. The merchant is not bound to return the amount of the payments he has received.”

20. The Act is amended by inserting the following section after section 114:

“114.1. If the consumer has resolved or resiliated an insurance contract he subscribed or adhered to on entering into a credit contract, the merchant must amend the latter contract, within 10 days, to remove the insurance premiums.

In the case of a contract for the loan of money or a contract involving credit, the merchant must amend the payment or the term at the consumer’s choice. If the consumer fails to give notice of the choice, the merchant must amend the payment.

The merchant may amend only the clauses of the contract that are directly and immediately affected by the resolution or rescinding of the insurance contract.

The merchant must immediately give, in the manner provided for in the first paragraph of section 98, a new contract or rider. Even if the credit rate or credit charges are reduced, the contract or rider must contain the information referred to in the second paragraph of that section, with the necessary modifications.”

21. Section 117 of the Act is repealed.

22. Section 119.1 of the Act is amended, in the first paragraph,

(1) by inserting the following subparagraph after subparagraph *c*:

“(c.1) the minimum periodic payment or the method of calculating that payment for each period; and”;

(2) by replacing “information” and “*c*” in subparagraph *d* by “information relating to the rates, grace period, charges and payment” and “*c.1*”, respectively.

23. The Act is amended by inserting the following section after section 119.1:

“119.2. Any application for open credit must state the credit limit desired by the consumer.

The merchant may not grant the consumer a higher credit limit.

The merchant must reject any application that does not state a credit limit.”

24. The Act is amended by inserting the following section after section 127.1:

“127.2. The merchant must allocate any payment first to the debt with the highest credit rate, then to other debts in decreasing order of credit rate.

Despite the first paragraph, if one of the debts must be paid in instalments determined according to special terms and conditions, any payment shall be allocated in the following order:

(a) the minimum payment required for the period under the contract, subject to section 126.1, by allocating that minimum payment in accordance with the provisions of the first paragraph;

(b) the payment required for the debt to be paid in instalments determined according to special terms and conditions; and

(c) in accordance with the first paragraph.”

25. Section 128.1 of the Act is amended by replacing “sends the consumer a notice” in subparagraph *a* of the first paragraph by “immediately sends the consumer, at the technological address provided by the consumer for that purpose, a notice indicating that his available credit is less than \$100 or less than any other amount indicated by the consumer; if the consumer fails to provide his technological address, the merchant sends him a notice”.

26. Section 134 of the Act is amended by inserting “and the balance of any debt owing on those goods” at the end of subparagraph *c* of the first paragraph.

27. The Act is amended by inserting the following section after section 148:

“148.1. The merchant may transfer to the instalment sale contract the balance of a previous debt resulting from a contract relating to goods given in exchange only if the following conditions are fulfilled:

(a) the consumer and the merchant agree to transfer to the contract the balance of the previous debt, in accordance with the conditions prescribed by regulation;

(b) the merchant, before the contract is entered into, informs the consumer, in the manner prescribed by regulation, that the net capital of the contract is to include the balance of the previous debt; and

(c) the balance of that debt is stated in the contract.”

28. The Act is amended by inserting the following sections before section 150.3.1:

“150.3.0.1. The retail value of leased goods refers to the cash sales price of the goods usually charged in the course of the merchant’s activities, or a lesser price agreed on by the parties, including the preparation, delivery, installation and other charges relating to the goods.

However, if the merchant does not sell the goods in the course of his activities, the retail value refers to a reasonable estimate of the cash value of the goods.

“150.3.0.2. The payment on account includes the value of goods given in exchange and any sum received by the merchant before the beginning of the leasing period, including the value of a payment instrument payable on demand.

The payment on account includes neither the sums deposited by the consumer with the merchant to guarantee the performance of his obligations nor any instalment.

“150.3.0.3. The residual value of the leased goods must be a reasonable estimate by the merchant of the wholesale value the goods will have at the end of the leasing period.

“150.3.0.4. The net obligation refers to the retail value of the goods, minus the payment on account. If applicable, the balance of a debt resulting from a contract relating to goods given in exchange is added to that amount.

The instalment obligation refers to the total of the residual value and the instalments.

The maximum obligation refers to the total of the down payment and the instalment obligation.

“150.3.0.5. The implied credit charges are the amount by which the instalment obligation exceeds the consumer’s net obligation. They are determined in the manner provided for in section 70, without regard to subparagraphs *e* and *f* of the second paragraph, by replacing the expressions “credit charges”, “credit charge”, “the credit contract” and “credit contracts” by the expressions “implied credit charges”, “implied credit charge”, “the long-term contract of lease” and “long-term contracts of lease”, respectively.

In determining the implied credit charges, the charges involved in exercising a conventional option to purchase and the fees charged for the reimbursement of reasonable expenses that may result from subleasing the goods or from a transfer of lease are not taken into account.

“150.3.0.6. The implied credit rate is the implied credit charges expressed as an annual percentage.

“150.3.0.7. The contract must state only one implied credit rate.

The merchant shall not exact implied credit charges computed at an implied credit rate higher than the lesser of the two following rates:

- (a) that computed in accordance with this Act; or
- (b) that stated in the contract.

The implied credit charges must be computed in the manner prescribed by regulation.”

29. The Act is amended by inserting the following section after section 150.3.1:

“150.3.2. A merchant who fails to carry out the assessment under section 150.3.1 loses the right to the implied credit charges and must refund any implied credit charges already paid by the consumer.”

30. Section 150.4 of the Act is replaced by the following sections:

“150.4. A long-term contract of lease must be evidenced in writing. In addition to the information that may be required by regulation, it must contain or state the following, presented in conformity with the model prescribed by regulation:

- (a) a statement that the contract is a leasing contract;
- (b) the leasing period;
- (c) the description and retail value of the leased goods and, if applicable, the payment on account;
- (d) the value of any goods given in exchange and the balance of any debt on those goods;
- (e) a statement as to whether or not the contract includes a purchase option or is a contract of lease with a guaranteed residual value;
- (f) the nature and amount of any payment or any deposit made by the consumer;
- (g) the consumer’s net obligation, instalment obligation and maximum obligation;
- (h) the amount and due date of each instalment required from the consumer and the number of instalments;

(i) the nature of any optional contracts, the charges for such contracts or how they are determined, and a statement that the consumer has a right of rescission with respect to such contracts;

(j) the residual value of the leased goods, in dollars and cents;

(k) the conditions on which the contract may be rescinded by either of the parties, including the amount or the manner of calculating the amount that the consumer is required to pay on rescission;

(l) the implied credit charges applicable to the entire leasing period stated in dollars and cents and the date on which credit charges begin to accrue, or how that date is determined;

(m) the implied credit rate relating to the contract;

(n) the interest rate applicable to late instalments;

(o) the existence and the subject matter of any security given to guarantee the performance of the consumer's obligations;

(p) if entering into an insurance contract is a condition for entering into the contract, a statement that the consumer has the right to use an existing insurance policy or to purchase insurance from the insurer and insurance representative of the consumer's choice, subject to the merchant's right to disapprove, on reasonable grounds, the insurance selected or held by the consumer; and

(q) the date of delivery of the goods.

A contract that does not contain the information provided for in subparagraph *e* of the first paragraph is deemed to include an option to purchase that may be exercised by the consumer in the course of the contract or at the end of the leasing period on paying the balance of the instalment obligation minus the implied credit charges unearned at the time of the purchase.

“150.4.1. The merchant may transfer to the long-term contract of lease the balance of a previous debt resulting from a contract relating to goods given in exchange only if the following conditions are fulfilled:

(a) the consumer and the merchant agree to transfer to the contract the balance of the previous debt, in accordance with the conditions prescribed by regulation;

(b) the merchant, before the contract is entered into, informs the consumer, in the manner prescribed by regulation, that the net obligation of the contract is to include the balance of the previous debt; and

(c) the balance of that debt is stated in the contract.”

31. Section 150.5 of the Act is replaced by the following sections:

“150.5. A contract that includes a conventional option to purchase must indicate clearly and legibly in separate and successive clauses

(a) the time at which the option to purchase may be exercised, specifying whether it may be during the contract or at the end of the leasing period only;

(b) the total amount the consumer must pay to acquire the goods or the manner of calculating that amount, depending on whether the option to purchase is exercised at the end of the leasing period or during the contract, including, if applicable, the fees to exercise the option; and

(c) any other conditions of exercising the option.

“150.5.1. A contract of lease may be resolved without cost or penalty, at the discretion of the consumer, in the manner prescribed by sections 75 and 76 and on the condition provided in section 79, within two days following that on which each of the parties is in possession of a duplicate of the contract. In that case, the parties must as soon as possible return to each other what they have received from one another. The merchant shall assume the costs of restitution.

Despite the first paragraph, a high-cost long-term contract of lease may be resolved on the same conditions within 10 days following that on which each of the parties is in possession of a duplicate of the contract.

A long-term contract of lease is considered to be a high-cost long-term contract if it has the characteristics determined by regulation.”

32. Section 150.6 of the Act is amended by adding the following paragraphs at the end:

“Such charges may be claimed only at the end of the leasing period or when one of the following cases occurs:

(a) following a voluntary return or repossession, provided that the price of the goods sold for the purpose of minimizing the merchant’s losses is lower than the residual value provided in the contract of lease; however, such charges may be claimed only for use that exceeds that which is provided in the contract, computed in proportion to the expired portion of the contract at the time of the return or repossession, and may not exceed the difference between the sale price and the residual value;

(b) following a disaster resulting in the loss or destruction of the goods; however, such charges may be claimed only for use that exceeds that which is provided in the contract, computed in proportion to the expired portion of the contract at the time of the disaster; or

(c) despite section 150.10, following superior force resulting in the loss or destruction of the goods; however, such charges may be claimed only for use that exceeds that which is provided for the entire term of the contract.

No other charges may be claimed from the consumer after the expiry of the leasing period, except to recover instalments due but not received.

However, losses other than those resulting from normal wear of the leased goods may be claimed after the expiry of the leasing period, provided the merchant complied with the obligations imposed on him under section 150.17.1.”

33. The Act is amended by inserting the following sections after section 150.9.1:

“150.9.2. If the parties to a long-term contract of lease wish to amend certain provisions of the contract, the amendment must be evidenced in a new contract or in a rider to the original contract. In the latter case, the merchant must give the consumer copies, in paper form, of the rider and of any other document signed by the consumer on the making of the rider. However, these documents may be sent to the technological address provided by the consumer for that purpose, if expressly authorized by the latter. The documents sent in such a manner must be easy for the consumer to retain and print.

An amendment that has the effect of increasing the implied credit rate or implied credit charges may be made only at the consumer’s request. In that case, the new contract or the rider must contain the following information:

- (a) the identification of the original contract and of any riders to it;
- (b) the balance owing under the contract before the amendment of the contract;
- (c) the net obligation;
- (d) the retail value of the leased goods, the indemnity for the resiliation of a previous long-term contract of lease, if applicable, and the newly agreed on implied credit charges, implied credit rate and residual value;
- (e) the new amount of the consumer’s maximum obligation and the new terms and conditions of payment; and
- (f) any other information prescribed by regulation.

When amendments are evidenced in a rider and the implied credit rate or implied credit charges are increased, the amendments must be expressly consented to by the consumer.

“150.9.3. Where a dispute involves a consumer and a merchant, other than in the context of a class action, the court may suspend the periodic instalments on an application by the consumer.

The court shall determine which party must pay the implied credit charges accrued during the suspension of instalments.”

34. Section 150.12 of the Act is replaced by the following section:

“150.12. Section 92 relating to charges in case of default, sections 94 to 97 relating to statements of accounts, section 101 relating to discharge and the return of objects or documents, sections 102 and 103 relating to the rights and obligations of an assignee, sections 103.4 and 103.5 relating to high-cost credit contracts and sections 111 to 114.1 relating to insurance apply, with the necessary modifications, to long-term contracts of lease.”

35. Section 150.13 of the Act is amended by replacing “150.32” in paragraph *c* by “150.16.1”.

36. The Act is amended by inserting the following section after section 150.16:

“150.16.1. In the case of a contract that includes an option to purchase the leased goods or of a contract of lease with guaranteed residual value, the merchant may not exercise the right of repossession provided for in paragraph *c* of section 150.13 without the permission of the court if the consumer, at the time he becomes in default, has paid at least one-half of his maximum obligation.

If the merchant applies to the court for this purpose, sections 143 to 145 apply, with the necessary modifications.”

37. Section 150.18 of the Act is amended by striking out the second paragraph.

38. Sections 150.19 and 150.20 of the Act are repealed.

39. Section 150.21 of the Act is amended by adding the following paragraph at the end:

“(c) three times the average value of the monthly instalments.”

40. Sections 150.22 to 150.28 of the Act are repealed.

41. Section 150.31 of the Act is amended by replacing “with section 150.20” in paragraph *a* by “with subparagraph *i* of the first paragraph of section 150.4”.

42. Section 150.32 of the Act is repealed.

43. Section 157 of the Act is amended by striking out “or, in the case of a long-term contract of lease which is not evidenced in writing, given to the consumer at the making of the contract” in the first paragraph.

44. Section 223 of the Act is replaced by the following sections:

“**223.** A merchant must indicate the price of the goods he offers for sale in accordance with the requirements prescribed by regulation.

“**223.0.1.** A merchant who offers for sale a food product intended for human consumption must indicate, near the price, whether the amount of the Québec sales tax or Canada’s Goods and Services Tax will be added to the price of the food product at the moment of payment.

A regulation may prescribe rules that apply to this statement.”

45. The Act is amended by inserting the following section after section 225:

“**225.1.** No merchant may propose to a consumer the payment of a tip of a predetermined amount unless that proposal meets the requirements prescribed by regulation.”

46. Section 230.1 of the Act is amended by replacing “collect” in the first paragraph by “charge or collect”.

47. The Act is amended by inserting the following section after section 230.1:

“**230.2.** No surety may charge or collect a partial or full payment from a consumer to enable him to enter into a credit contract.”

48. The Act is amended by inserting the following section after section 244.6:

“**244.7.** An itinerant merchant may not, by any means, offer to enter into or enter into any of the following contracts with a consumer:

- (a) a credit contract;
- (b) a long-term contract of lease of goods; or
- (c) a contract prohibited by regulation.

An itinerant merchant also may not help or encourage a consumer to enter into such a contract or solicit a consumer for the purpose of making such a contract.”

49. Section 245.1 of the Act is amended by inserting “or allows the consumer to use credit that has already been extended” at the end.

50. The Act is amended by inserting the following section after section 247:

“247.0.1. No person may, in any advertisement concerning the long-term lease of goods,

(a) refer to an implied credit rate without disclosing that rate; or

(b) disclose a rate relating to implied credit unless the implied credit rate, calculated in accordance with this Act, is also disclosed with equal emphasis.

Subparagraph *b* of the first paragraph applies, among other cases, if a consumer is offered a rebate or discount on the cash purchase of goods; the implied credit rate disclosed must in that case include the value of the rebate or discount to which the consumer is entitled if he purchases the goods by paying cash.”

51. Section 251.2 of the Act is amended by replacing “a loan has not been repaid following an order made by the court under section 117” in the second paragraph by “the balance of a credit contract or long-term contract of lease has not been repaid following a suspension ordered by the court under sections 103.1.1 and 150.9.3”.

52. The Act is amended by inserting the following section after section 260.29:

“260.29.1. No merchant may subordinate the making of a contract allowing a consumer to acquire a road vehicle to the requirement that the consumer enter into a credit contract or long-term contract of lease.”

53. Section 277 of the Act, replaced by section 19 of chapter 21 of the statutes of 2023, is amended by replacing “62, 71, 80, 81, 94, 98, 99, 100.2 to 102, 103.4, 105, 111 to 115, 115.2, 119.1 to 122, 125, 126, 126.3, 127, 128, 128.1, 129, 130, 134, 139, 142, 147, 148, 150, 150.4 to 150.7, 150.13, 150.14, 150.17.1, 150.19, 150.20, 150.22, 150.25, 150.30, 150.32, 151, 155 to 157, 168, 170 to 173, 180, 183 to 185, 187.2, 187.7, 187.14, 187.16, 187.17, 187.19, 187.20, 187.24, 187.27, 190, 192, 199 to 201, 206, 208, 211, 214.2, 214.4, 214.9 to 214.11, 214.15, 214.16, 214.25, 228.3, 240, 241, 260.27 to 260.29” by “60.1, 71, 80, 81, 94, 98, 99, 100.2 to 102, 103.4, 105, 111 to 115, 115.2, 119.1, 120 to 122, 125, 125.2, 126, 126.3, 127, 128, 128.1, 129, 130, 134, 139, 142, 147, 148, 150, 150.3.0.3, 150.4, 150.5, 150.6, 150.7, 150.9.2, 150.13, 150.14, 150.16.1, 150.17.1, 150.30, 151, 155 to 158, 168, 170 to 173, 180, 183 to 185, 187.2, 187.7, 187.14, 187.16, 187.17, 187.19, 187.20, 187.24, 187.27, 190 to 192, 199 to 201, 206, 208, 211, 214.2, 214.4, 214.9 to 214.11, 214.15, 214.16, 214.25, 223.0.1, 228.3, 240, 241, 260.24, 260.27 to 260.29, 268”.

54. Section 278 of the Act, replaced by section 19 of chapter 21 of the statutes of 2023, is amended by replacing “83, 90 to 92, 103.2, 103.3, 122.1, 123, 124, 126.1, 127.1, 128.3, 136, 150.3.1, 150.9, 150.9.1, 150.26, 179, 187.3 to 187.5, 187.8, 187.15, 187.18, 187.25, 195, 196, 203, 205, 214.3, 214.7, 214.8, 214.14, 214.20, 214.23, 214.24, 214.26 to 214.28, 219 to 228.2, 229 to 239, 242 to 248, 250 to 251.2, 254 to 258, 260.7 to 260.10, 260.12, 260.13, 260.21 and 260.22” in the introductory clause by “65.1, 83, 90 to 92, 103.2, 103.3, 119.2, 122.1, 123, 124, 126.1, 127.1, 127.2, 128.3, 136, 148.1, 150.3.0.7 to 150.3.2, 150.4.1, 150.9, 150.9.1, 150.21, 179, 187.3 to 187.5, 187.8, 187.15, 187.18, 187.25, 195, 196, 203, 205, 214.3, 214.7, 214.8, 214.14, 214.20, 214.23, 214.26 to 214.28, 219 to 223, 223.1 to 228.2, 229 to 235, 236.1 to 239, 242 to 248, 250 to 251.2, 254 to 258, 260.7 to 260.13, 260.21, 260.22 and 260.29.1”.

55. Section 321 of the Act is amended, in the first paragraph,

- (1) by inserting “or open credit contracts” after “money” in subparagraph *b*;
- (2) by inserting “or a high-cost long-term contract of lease” after “high-cost credit contract” in subparagraph *g*.

56. Section 322 of the Act is amended by replacing the second paragraph by the following paragraph:

“In the case of a contract for the loan of money, an open credit contract, a high-cost credit contract or a high-cost long-term contract of lease, the consumer may apply instead, at his option, for the suppression of the credit charges or implied credit charges and the return of any part of the credit charges or implied credit charges already paid.”

57. Section 350 of the Act is amended

- (1) by inserting the following paragraphs after paragraph *c*:
 - “(c.1) determining, for the purposes of section 223, the requirements for the indication of prices by the merchant;
 - “(c.2) determining, for the purposes of section 223.0.1, the rules for the statement of the information referred to in that section;
 - “(c.3) establishing, for the purposes of section 225.1, the requirements relating to the proposal;”;
- (2) by striking out “new” in paragraph *d.4*;
- (3) by inserting the following paragraph after paragraph *d.11*:
 - “(d.11.1) determining, for the purposes of section 39.4, any other person to whom the manufacturer of an automobile must provide access to the automobile’s data;”;

(4) by replacing “vendeur” in paragraph *f* in the French text by “commerçant”;

(5) by inserting the following paragraph after paragraph *f*:

“(f.1) identifying, for the purposes of paragraph *c* of section 244.7, the prohibited contracts;”;

(6) by striking out “, for the purposes of section 103.4,” in paragraph *g.4*;

(7) by inserting the following paragraph after paragraph *g.4*:

“(g.4.1) determining the characteristics a long-term contract of lease must have to be considered a high-cost long-term contract of lease;”;

(8) by inserting the following paragraphs after paragraph *g.8*:

“(g.9) determining, for the purposes of sections 148.1 and 150.4.1, the conditions for transferring to an instalment sale contract or long-term contract of lease the balance of a debt from a contract relating to goods given in exchange and the manner of informing the consumer of the fact that the net capital or the net obligation of the contract will include that balance;

“(g.10) establishing the terms and conditions under which charges may be claimed from the consumer if a cheque or any other payment instrument issued by the consumer is refused or it is impossible to complete a transfer of funds;

“(g.11) determining, for the purposes of section 72, the conditions under which membership or renewal fees payable under a credit card contract are not taken into account in computing the credit rate;”.

ORDER IN COUNCIL RESPECTING THE POLICY ON ACCURATE PRICING FOR MERCHANTS WHO USE OPTICAL SCANNER TECHNOLOGY

58. Section 1 of the Order in Council respecting the Policy on accurate pricing for merchants who use optical scanner technology (chapter P-40.1, r. 2) is amended by replacing all occurrences of “10” by “15”.

REGULATION RESPECTING THE APPLICATION OF THE CONSUMER PROTECTION ACT

59. Section 7 of the Regulation respecting the application of the Consumer Protection Act (chapter P-40.1, r. 3) is amended by striking out “thermal insulation,”.

60. Section 24.4 of the Regulation is amended by replacing “is exempt” by “or who enters into road vehicle leasing contracts that are not long-term within the meaning of section 150.2 of the Act is exempt, for the purposes of those contracts”.

61. Section 38 of the Regulation is repealed.

62. Section 39 of the Regulation is amended by striking out “other than a contract entered into by an itinerant merchant and subject to sections 58 to 65 of the Act and” in the first paragraph.

63. Section 45.3 of the Regulation is repealed.

64. Section 45.4 of the Regulation is amended by striking out “other than a contract entered into by an itinerant merchant and subject to sections 58 to 65 of the Act” in the first paragraph.

65. The Regulation is amended by inserting the following sections before section 91.1:

“**91.0.1.** A merchant who proposes to a consumer a sale price for a food product intended for human consumption that is lower than the price at which it is usually offered for sale must clearly and legibly indicate the regular price next to that price.

“**91.0.2.** A merchant who proposes to a consumer who is a member of a loyalty program a sale price for a food product intended for human consumption that is different from the price offered to other consumers must clearly indicate both prices next to each other. The price proposed to a consumer who is a member of a loyalty program must be indicated in characters that are no more than 25% larger than the characters used to indicate the price proposed to other consumers.

“**91.0.3.** A merchant who proposes a price for the purchase of a set of food products intended for human consumption must clearly indicate next to that price any food products belonging to the set that can be purchased separately and, if applicable, their prices. The price of the set must be indicated in characters that are not smaller than the characters used to indicate the prices of the food products belonging to the set that can be purchased separately. The characters indicating the price of the set must also not be more than 25% larger than the latter characters.”

66. Section 91.5 of the Regulation is amended

(1) by inserting the following paragraph after the first paragraph:

“For the purposes of subparagraphs *b* and *c* of the first paragraph, the price per unit of measurement must make it easy for the consumer to compare the price of goods of the same nature. To that end, the merchant must, in particular,

(a) indicate the metric unit best adapted to the nature of the goods; and

(b) indicate the same unit of measurement for all goods of the same nature.”;

(2) in the second paragraph:

(a) by inserting “, the price per unit of measurement referred to in subparagraph *c* of the first paragraph in at least 16-point bold type print” after “28-point bold type print”;

(b) by striking out “imprimés” in the French text.

67. The Regulation is amended by inserting the following division after section 91.8:

“DIVISION III.1

“TIPS

“91.8.1. For the purposes of section 225.1 of the Act, a proposal must meet the following requirements:

(a) any predetermined amount it contains that corresponds to a proportion of the price must be established on the basis of a price that excludes the Québec sales tax and Canada’s Goods and Services Tax;

(b) the consumer must be able to determine the amount of the tip; and

(c) all of the elements that it contains are emphasized equally prominently.”

68. The Regulation is amended by inserting the following division after section 91.13:

“DIVISION V

“ITINERANT MERCHANTS

“91.14. Despite section 244.7 of the Act, an itinerant merchant may offer to enter into or may enter into a credit contract or long-term contract of lease with a consumer, help or encourage a consumer to enter into such a contract or solicit a consumer for the purpose of making such a contract in the circumstances described in paragraphs *a* to *b.1* of section 8 of this Regulation.

“91.15. For the purposes of paragraph *c* of section 244.7 of the Act, the prohibited contracts are those concerning, even on an incidental basis, any of the following goods or services:

(a) heating or air-conditioning appliances, including air conditioners, heat pumps, furnaces or geothermal systems;

(b) decontamination services; or

(c) insulation services.

The first paragraph applies to any contract in connection with goods or services mentioned in the first paragraph, such as a maintenance or warranty contract, whether or not it is signed simultaneously with the contract for the procurement of the goods or services.”

FINAL PROVISION

69. The provisions of this Act come into force on (*insert the date of assent to this Act*), except

(1) the provisions of section 53, except to the extent that it enacts section 277 of the Consumer Protection Act (chapter P-40.1) as concerns contraventions of sections 38.7 to 39.7, 150.3.0.3, 150.9.2, 150.16.1, 223 and 223.0.1 of the Act, and of section 54, except to the extent that it enacts section 278 of the Consumer Protection Act as concerns contraventions of sections 65.1, 148.1, 150.3.0.7 and 150.3.2 of the Act, which come into force on 5 January 2025;

(2) the provisions of section 4, of section 53, insofar as it enacts section 277 of the Consumer Protection Act as concerns contraventions of sections 39 to 39.7 of the Act, and of paragraph 3 of section 57, which come into force on 5 October 2025;

(3) the provisions of section 3, of section 53, insofar as it enacts section 277 of the Consumer Protection Act as concerns contraventions of sections 38.7 to 38.9 of the Act, and of paragraph 2 of section 57, which come into force on 5 October 2026;

(4) the provisions of section 44, insofar as it enacts section 223.0.1 of the Consumer Protection Act, of section 53, insofar as it enacts section 277 of the Consumer Protection Act as concerns contraventions of section 223.0.1 of the Act, of section 57, insofar as it enacts paragraph *c.2* of section 350 of the Consumer Protection Act, and of sections 58, 65 and 66, which come into force on (*insert the date that is three months after the date of assent to this Act*);

(5) the provisions of sections 10 and 45, of section 54, insofar as it enacts section 278 of the Consumer Protection Act as concerns contraventions of section 65.1 of the Act, of section 57, insofar as it enacts paragraph *c.3* of section 350 of the Consumer Protection Act, and of section 67, which come into force on (*insert the date that is six months after the date of assent to this Act*);

(6) the provisions of sections 13, 18, 19, 22 and 26 to 30, of section 31, insofar as it enacts section 150.5.1 of the Consumer Protection Act, of section 32, insofar as it enacts subparagraph *a* of the third paragraph of section 150.6 of the Consumer Protection Act, of section 33, of section 34, insofar as it enacts section 150.12 of the Consumer Protection Act as concerns the reference to sections 94 to 97, 103.4 and 103.5 of the Act, of sections 35 to 38 and 40 to 43, of section 44, insofar as it enacts section 223 of the Consumer Protection Act, of section 50, of section 53, insofar as it enacts section 277 of

the Consumer Protection Act as concerns contraventions of sections 150.3.0.3, 150.9.2, 150.16.1 and 223 of the Act, of section 54, insofar as it enacts section 278 of the Consumer Protection Act as concerns contraventions of sections 148.1, 150.3.0.7 and 150.3.2 of the Act, of section 55, of section 56, except to the extent that it enacts the second paragraph of section 322 of the Consumer Protection Act as concerns a high-cost credit contract, and of section 57, insofar as it enacts paragraphs *c.1* and *g.9* of section 350 of the Consumer Protection Act, which come into force on the date or dates to be set by the Government.

