

Home Owner Name
Address
Tel:

DATE

Company Name
Address

Enbridge Gas
Address

Dear Sir/Madam,

Re: Municipal address
Enbridge account #

Please consider this letter to be my formal notice of rescission and cancellation of any contracts relating to goods installed at or services provided for equipment at (address).

OPTION 1

(This applies if rescission letter/notice goes out within 1 year of signing contract)

It is my position that your representative engaged in an unfair practice within the meaning of the *Consumer Protection Act, 2002, c. 30, Sched. A*. Furthermore, Section 18(14) of the Act provides as follows:

Effect of rescission

18(14) When a consumer rescinds an agreement under subsection (1), such rescission operates to cancel, as if they never existed,

- (a) the agreement;
- (b) all related agreements;

Related agreements would apply to any financing contracts or assignments of contracts.

OPTION 2

(This applies if rescission letter/notice goes out after 1 year of signing contract. This can also be used with option 1 as it is still a valid argument)

It is further my position that your representative made a fraudulent misrepresentation which induced the party to enter into the contract. At common law, rescission is a defence to claims made under contracts where there has been fraudulent

misrepresentation. This applies even to contracts entered into more than a year before the contract is rescinded.

OPTION 3

(This can be used in all cases/options)

Finally, if the matter proceeds to court, I will be relying on the case of MDG Newmarket Inc. o/a Ontario Energy Group vs Stephen Kunda, a copy of which is enclosed. Of particular interest is the following remark made by the judge:

I find the plaintiff's treatment of this transaction lamentable. The terms and format of the contract documentation appear designed to obscure from the customer the framework of the agreement as it was presented to the court over two years later. In particular, the striking lack of clarity as to the duration of the agreement and as to the claimed annual price increases lead me to conclude that these represent material ambiguity at the very least, which warrant application of the *contra proferentem* doctrine. If the price was to increase each and every year by 3.8%, without further notice, and for 15 years, the contract should have said so. Reference to the possibility of annual increases "not exceeding 3.8%" did not state the plaintiff's position on the price of this contract at all fairly to the customer.

TO BE USED IN ALL OPTIONS

Please send me a copy of any contracts entered into relating to services or equipment provided for (address)

This is also a confirmation of my position with Enbridge that I am disputing any third party charges on the Enbridge bill for these services or equipment

You have my permission to disclose information to or send information to my (relative/friend's name). I look forward to your written reply enclosing a copy of any contracts entered into.

Yours Truly,

Homeowner

cc: relative assisting