

**IN THE MATTER OF
THE FAIR TRADING ACT**

THIS UNDERTAKING is made pursuant to Section 152 of the Fair Trading Act.

BY:

Nor-Don Collection Network Inc.
#325 Milner Ave Suite 1111
in the City of Toronto, in the Province of Ontario,

(hereinafter called the "**Supplier**")

TO:

The **DIRECTOR OF FAIR TRADING**,

(hereinafter called the "**Director**")

WHEREAS:

- (A) The Supplier is a licensed collection agency (#306029) that is authorized to conduct business in Alberta.
- (B) The Supplier has informed the Department that it understands the issues and circumstances surrounding the Undertaking and admits it was aware of the requirements of the *Fair Trading Act* and *Collection and Debt Repayment Practices Regulation*.
- (C) The Supplier acknowledges that, in the ordinary course of business the supplier and agents of the supplier failed to create and maintain accurate records of the collection activities undertaken with respect to Alberta in violation of s. 132 of the *Fair Trading Act* and s. 23.3 (e) and (f) of the *Collection and Debt Repayment Practices Regulation*.
- (D) The Supplier acknowledges that, in the ordinary course of business, it breached s. 12 (1)(h) of the *Collection and Debt Repayment Practices Regulation* by threatening to proceed with legal action without permission to do so from the creditor.
- (E) The Supplier acknowledges that, in the ordinary course of business, a collector in the employ of the supplier breached prohibited practices set out in s. 12 (1)(v) of the *Collection and Debt Repayment Practices Regulation*.

- (F) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals C, D and E hereof constitute breaches of the *Fair Trading Act*.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

- 1 The Supplier acknowledges and admits that it has failed to comply with provisions of the *Fair Trading Act* and undertakes to the Director that the Supplier will not, to the best of its ability, at any time hereafter, engage in acts or practices similar to those described in recitals C, D and E contrary to the prohibited practices.
- 2 The Supplier will, to the best of its ability, ensure that when contacting Albertans, agents and staff of the Supplier will not make more than three unsolicited contacts with debtors in seven days and will not continue to call places of employment if the debtor has requested the Supplier to no longer contact them there and has made reasonable arrangements to discuss the debt with the supplier.
- 3 The Supplier will, to the best of its ability, ensure that the Supplier will not threaten to engage in or undertake actions for which there is no legal authority or proper authorization.
- 4 The Supplier will ensure, to the best of its ability, that records, including phone records and note lines, are created and maintained as required by s. 23.3 (1) of the *Collection and Debt Repayment Practices Regulation*.
- 5 The Supplier will, to the best of its ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the *Fair Trading Act* especially as it pertains to Part 11 – Collection Practices and with the requirements of the *Collection and Debt Repayment Practices Regulation*.
- 6 This Undertaking will be binding upon the Supplier unless:
 - (a) Terminated by the Director or varied with the consent of the Supplier;
 - (b) Varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - (c) Terminated by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair; however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
- 7 The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the *Fair Trading Act*, as he may consider necessary.
- 8 The Supplier acknowledges that this Undertaking is a public document and will be maintained in the public record by the Director of Fair Trading as required by s. 157.1 of the *Fair Trading Act*.

- 9 The Supplier will pay to the Minister of Finance of Alberta the sum of \$3,000.00; an amount that represents a portion of the costs associated with investigating this matter. Such payment is to be made within 45 days from the date of this Undertaking.
- 10 The Supplier acknowledges that it was advised by Service Alberta, and is aware that it is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the 27TH day of NOVEMBER, 2009 signed this document.

Nor-Don Collection Network Inc.

PER: _____


Jim Burke

ACCEPTED by the Director of Fair Trading this 7th day of DECEMBER, 2009


DIRECTOR OF FAIR TRADING