



The Ontario Gazette

La Gazette de l'Ontario

Vol. 143-44
Saturday, 30 October 2010

Toronto

ISSN 0030-2937
Le samedi 30 octobre 2010

Ontario Highway Transport Board

Periodically, temporary applications are filed with the Board. Details of these applications can be made available at anytime to any interested parties by calling (416) 326-6732.

The following are applications for extra-provincial and public vehicle operating licenses filed under the Motor Vehicle Transport Act, 1987, and the Public Vehicles Act. All information pertaining to the applicant i.e. business plan, supporting evidence, etc. is on file at the Board and is available upon request.

Any interested person who has an economic interest in the outcome of these applications may serve and file an objection within 29 days of this publication. The objector shall:

1. complete a Notice of Objection Form,
2. serve the applicant with the objection,
3. file a copy of the objection and provide proof of service of the objection on the applicant with the Board,

4. pay the appropriate fee.

Serving and filing an objection may be effected by hand delivery, mail, courier or facsimile. Serving means the date received by a party and filing means the date received by the Board.

LES LIBELLÉS DÉS DEMANDES PUBLIÉES CI-DESSOUS SONT AUSSI DISPONIBLES EN FRANÇAIS SUR DEMANDE.

Pour obtenir de l'information en français, veuillez communiquer avec la Commission des transports routiers au 416-326-6732.

C. Martin's Bus Service Ltd.
106 Advance Ave., Napanee, ON K7R 3Y5

33367-F

Applies for the approval of the transfer of public vehicle operating licence PV-2633 now in the name of North Leeds Bus Lines Ltd., R. R. #2, Westport, ON K0G 1X0.

(143-G544) FELIX D'MELLO
Board Secretary/Secrétaire de la Commission

Government Notices Respecting Corporations

Avis du gouvernement relatifs aux compagnies

Notice of Default in Complying with the Corporations Tax Act

Avis de non-observation de la Loi sur l'imposition des sociétés

The Director has been notified by the Minister of Finance that the following corporations are in default in complying with the *Corporations Tax Act*.

NOTICE IS HEREBY GIVEN under subsection 241(1) of the *Business Corporations Act*, that unless the corporations listed hereunder comply with the requirements of the *Corporations Tax Act* within 90 days of this notice, orders will be made dissolving the defaulting corporations. All enquiries concerning this notice are to be directed to Ministry of Finance, Corporations Tax, 33 King Street West, Oshawa, Ontario L1H 8H6.

Le ministre des Finances a informé le directeur que les sociétés suivantes n'avaient pas respecté la *Loi sur l'imposition des sociétés*.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(1) de la *Loi sur les sociétés par actions*, si les sociétés citées ci-dessous ne se conforment pas aux prescriptions énoncées par la *Loi sur l'imposition des sociétés* dans un délai de 90 jours suivant la réception du présent avis, lesdites sociétés se verront dissoutes par décision. Pour tout renseignement relatif au présent avis, veuillez vous adresser à l'Imposition des sociétés, ministère des Finances, 33, rue King ouest, Oshawa ON L1H 8H6.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2010-10-30

ADMIRAL BUSINESS FORMS INC.	000690249
ALPHA LEGAL GROUP INC.	001636312
AOUTSOURCE INC.	002089615
AQUASYM INVESTMENTS INC.	001688857
AZZUR HOMES INC.	001591749
BATESON'S MODEL DAIRY LTD.	000847313
BLACK DIAMOND PAVERS LTD.	001607520
BRYKMAN YONGE DEVELOPMENTS INCORPORATED	000906353
CAFE CRAVE INC.	001438990
CHAPMAN ELECTRIC LIMITED	000533205
CHUNTIAN EXPRESS LTD.	001689113
CLUB PAR EXCELLANCE INC.	001699595
COPLAND FURNITURE AND APPLIANCES LIMITED	000139756
DAVCOR CONSTRUCTION LTD.	002058301
DEE & GEE MECHANICAL SERVICES INC.	002060532
DEEP IN FASHION INC.	001226076
DEHUMID INC.	000303437
DELTA IMPRESSIONS INC.	000863129
DIRECT OFF-LEASE AUTO BROKERS INC.	002024460



Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
DTMT CONTRACTING SERVICES INC.	001598173
DYNEX INTERNATIONAL INC.	000854197
EDMAR ENTERPRISES LIMITED	001557996
ETEX COMPANY INC.	001437845
FIRST GLOBAL ENERGY NETWORKS CORP.	002034887
GLOBAL TRUST GENERAL CONSTRUCTION AND SERVICE LTD.	001516522
HAMILTON ELECTRONICS DEPOT INC.	001475737
IN-SIGHT OPTICAL LTD.	000981385
INTERNET GAMING SOFTWARE SOLUTIONS LIMITED	001259516
JASMAR LOGISTICS TRANSPORTATION CORP.	001417603
JEAN-CLAUDE BRAIS INVESTMENTS INC.	001080089
KELJON MARKETING INC.	001113288
KINETIX LIVING INC.	001635861
L & J KINGSTON INTERNATIONAL INC.	001476948
MACKINTOSH FLEXO-GRVURE LIMITED	000477417
MAMMA MIA INTERNATIONAL INC.	002025069
MASCOT INTERNATIONAL MARKETING INC.	001635387
MAURICE BROWN REFRIGERATION SERVICES LTD.	000812042
MIDOR LIMITED	001487186
MONOLIT ENTERPRISES LTD.	002102266
NATURAL GAS HOME HEATING & AIR CONDITIONING INC.	001070704
NEXTSTEP DESIGN BUILD LTD.	002098925
NICHE-1-GROUP INC.	002092892
NORTHERN DRYWALL INC.	001659344
NORTHERN LIGHTS STUCCO & PLASTERING INC.	001216442
NORTHERN SPRAY COATINGS LTD.	001084441
NURSE JOBS.CA INC.	001494158
OAKVILLE DECKS & FENCES LTD.	001131664
PANORAMA MAGYAR KULTURA BOLT LTD.	001619388
POINTBOURNE INC.	002033487
PREMIER GRENVILLE DEVELOPMENTS INC.	000615697
PRO-FAST LOGISTICS INC.	001581314
PRODIGIOUS TECHNOLOGY SOLUTIONS INC.	001583333
PROFIT FINDERS INC.	002005593
REN-WORK INVESTMENTS LTD.	000729156
RISE INC.	001273534
RKO ASSURANCE CORPORATION	002104785
ROAD RANGER CANADIAN EXPRESS INC.	001650315
SANOGRAPH PRINTING INC.	001576953
SCHOOL OF BARE HAND SURVIVAL TECHNIQUES INCORPORATED	000539929
SHERIN CONTRACT SERVICES INC.	001536492
SPARK-WATCH INDUSTRIES LTD.	000876602
SPECTRAL APPLICATIONS INC.	001210806
STONEY LAKE DEVELOPMENTS LTD.	000776893
SUNMAPLE INTERNATIONAL INC.	000868225
TECHNICAL SOLUTIONS GROUP INC.	001029409
THE MARILIFE INSURANCE AGENCY INCORPORATED	000364993
THE MONUMENT PLACE LTD.	001132856
THUNDER RUN CONSTRUCTION INC.	000848348
TRASYL HOLDINGS LIMITED	000400709
TUCK ENTERPRISES INC.	001138355
TWENTY-FIRST CENTURY III SYNDICATIONS INC.	000899589
TWI PROPERTIES, INC.	001653929
VAUGHAN PARALEGAL SERVICES INC.	002060779
WHELAN SERVICE CENTRE LIMITED	000295173
WHITBY CAMERA CENTER LTD.	000645297
WHITE CARIBOU ENVIRONMENTAL CONSULTING LTD.	001086784
01 COMMUNIQUE GP (II) INC.	002061819
1024009 ONTARIO INC.	001024009
1057305 ONTARIO LIMITED	001057305
1070900 ONTARIO LIMITED	001070900
1089287 ONTARIO LIMITED	001089287
1099425 ONTARIO LIMITED	001099425
1099765 ONTARIO INC.	001099765
1103069 ONTARIO INC.	001103069

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
1173455 ONTARIO INC.	001173455
1202037 ONTARIO LTD.	001202037
1284323 ONTARIO LIMITED	001284323
1324859 ONTARIO INC.	001324859
1350583 ONTARIO LIMITED	001350583
1382562 ONTARIO INC.	001382562
1399519 ONTARIO INC.	001399519
1459710 ONTARIO LTD.	001459710
1491426 ONTARIO INC.	001491426
1522964 ONTARIO INC.	001522964
1550624 ONTARIO LIMITED	001550624
1557680 ONTARIO LIMITED	001557680
1593222 ONTARIO INC.	001593222
1605712 ONTARIO INC.	001605712
1639233 ONTARIO INC.	001639233
1665995 ONTARIO INC.	001665995
1686457 ONTARIO INC.	001686457
2001309 ONTARIO LIMITED	002001309
2030791 ONTARIO INC.	002030791
2058531 ONTARIO INC.	002058531
2062991 ONTARIO INC.	002062991
2093631 ONTARIO INC.	002093631
510153 ONTARIO LIMITED	000510153
562668 ONTARIO INC.	000562668
657225 ONTARIO INC.	000657225
696321 ONTARIO LIMITED	000696321
708121 ONTARIO INC.	000708121
746041 ONTARIO LIMITED	000746041
807944 ONTARIO LTD.	000807944
818796 ONTARIO INC.	000818796
886737 ONTARIO INC.	000886737
918855 ONTARIO LIMITED	000918855
921188 ONTARIO LIMITED	000921188
980293 ONTARIO INC.	000980293
988861 ONTARIO INC.	000988861
993273 ONTARIO INC.	000993273

KATHERINE M. MURRAY
Director, Ministry of Government Services
Directrice, Ministère des Services
gouvernementaux

(143-G545)

Cancellation of Certificate of Incorporation (Corporations Tax Act Defaulters) Annulation de certificat de constitution (Non-observation de la Loi sur l'imposition des sociétés)

NOTICE IS HEREBY GIVEN that, under subsection 241(4) of the *Business Corporations Act*, the Certificate of Incorporation of the corporations named hereunder have been cancelled by an Order for default in complying with the provisions of the *Corporations Tax Act*, and the said corporations have been dissolved on that date.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la *Loi sur les sociétés par actions*, le certificat de constitution de la société sous-nommé a été annulée par Ordre pour non-observation des dispositions de la *Loi sur l'imposition des sociétés* et que la dissolution de la société concernée prend effet à la date susmentionnée.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2010-10-04

ABLE REGIONAL TOWING & RECOVERY INC.	000793244
ALTAIR TRANSPORT & TRAVEL LTD.	001695673
B.T.E.P. TRADING CO. LTD.	001609175

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
BARBER HOLDINGS INC.	001477911
BEHRUZ BREWING INC.	001686668
BEST LEATHER TILES INC.	002110228
BIOGENOVA INC.	001585769
BULL ON THE RUN INC.	001119517
C.A.M.C. BOOKEEPING & INCOME TAX SERVICES INC.	000923389
CHERISHED SCRAPBOOKS INC.	001454462
CORDAN BUSINESS SERVICES INC.	002111827
CRAZY LEE'S (RICHMOND HILL) LIMITED	000779953
DANIEL WOOD WORKS LIMITED	001660540
DEGENERATION REVERSAL INC.	000688225
EINI REAL ESTATE LTD.	000389913
EVOLVE ENTERTAINMENT, INC.	001580282
FIRST CANADIAN AMERICAN CAPITAL CORPORATION	002039725
GEERT VAN DER VEEN FINE ART INC.	000400025
GREENWIN ENVIRONMENTAL INC.	002034425
HERCULEAN EDUCATIONAL SOLUTIONS INC.	001628018
IMPULSE ENERGY CANADA INC.	001665779
IMSU GROUP INC.	002100417
INNERVIEW KITCHEN & RENOVATIONS INC.	001595277
INTERWORLD CLEANING SUPPLIES INC.	001706609
INTIMODA LINGERIE INC.	001623688
ITAM SOLUTIONS LTD.	001707551
KING VIEW LETTUCE CORPORATION	000584268
LAKERIDGE MEDIA INC.	001709155
LEGACY DOORS INC.	001663000
LITTLE EMPIRE ARTISTRY & DESIGNERS CORP.	002103877
MAR-DEL METAL PRODUCTS INC.	002030609
MARMORA INVESTMENTS INC.	002110583
MARQUIS COURIER SERVICE INC.	001539112
MASTERMIND GRAPHICS&PRINTING INC.	002073764
MCMINN AGGREGATES INC.	001276586
MERIT IT CONSULTING INC.	001690339
MICRO TEK SYSTEMS INC.	001202252
MIN ENTERPRISES INC.	001643310
MITCHELL TECHNOLOGIES LTD.	000812241
MOJOGIN CORPORATION	001683574
MOTIPALACE INC.	001601414
OMAA DEVELOPMENT CORPORATION	000652153
ONWARD INVESTMENTS LIMITED	000443901
P.A.S. PROFESSIONAL AUDIT SERVICES INC.	000992709
PARAMOUNT TECHNOLOGIES INC.	002065702
PENTRACO LTD.	000339828
PUSHKIN PRIVATE ACADEMY INC.	001606937
QUADRAFEMME INCORPORATED	001636560
RISK DIAGNOSTICS INC.	001617748
SHAPESENSE INC.	002035887
SOFTEK COMPUTER TECHNOLOGIES INCORPORATED	002011949
SPRUCE FOREST PRODUCTS LTD.	001144934
SREE BALAAJI MANAGEMENT INC.	002111695
SSCG ENTERPRISES INC.	002042177
SUPER VAL-U FOODS LTD.	001216187
T.S.S. INTERNATIONAL INCORPORATED	001054725
TECHSENTINEL INC.	002073065
TECUMSEH METAL WORKS MANUFACTURING INC.	002115042
THE PUBLICAN'S HOUSE LIMITED	001601692
THE SUN FACTORY INC.	001419389
THIRD AND FIFTH FINANCIAL GROUP INC.	001665438
TITAN FLOORING LTD.	002030773
TOM RHEAUME CONSULTING INC.	001120965
TRIUM-GROUP INC.	001487877
UNITED PROPERTY HOLDING INC.	002071833
VISTA ADVANCED TECHNOLOGIES INC.	002110867
WEST-STEELES DEVELOPMENTS IV INC.	000767089
WINGES DEVELOPMENTS LIMITED	000663257
1030121 ONTARIO INC.	001030121
1076701 ONTARIO INC.	001076701
1099261 ONTARIO LTD.	001099261

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
1114555 ONTARIO INC.	001114555
1124846 ONTARIO LIMITED	001124846
1131337 ONTARIO LTD.	001131337
1138784 ONTARIO INC.	001138784
1159587 ONTARIO INC.	001159587
1198202 ONTARIO LIMITED	001198202
1231064 ONTARIO INC.	001231064
1235693 ONTARIO INC.	001235693
1425976 ONTARIO INC.	001425976
1438248 ONTARIO LTD.	001438248
1458973 ONTARIO LTD.	001458973
1471456 ONTARIO LTD.	001471456
1492759 ONTARIO INC.	001492759
1516120 ONTARIO LIMITED	001516120
1558741 ONTARIO LTD.	001558741
1582930 ONTARIO INC.	001582930
1592040 ONTARIO INC.	001592040
1615441 ONTARIO LTD.	001615441
1620503 ONTARIO INC.	001620503
1620511 ONTARIO LIMITED	001620511
1629377 ONTARIO LIMITED	001629377
1636858 ONTARIO INC.	001636858
1642776 ONTARIO LIMITED	001642776
1659192 ONTARIO LTD.	001659192
1681160 ONTARIO LIMITED	001681160
1695689 ONTARIO LTD.	001695689
2009019 ONTARIO INC.	002009019
2021796 ONTARIO INC.	002021796
2038745 ONTARIO INCORPORATED	002038745
2058403 ONTARIO LTD.	002058403
2068748 ONTARIO INC.	002068748
2071478 ONTARIO LIMITED	002071478
2073366 ONTARIO INC.	002073366
2097669 ONTARIO INC.	002097669
2105705 ONTARIO INC.	002105705
2106276 ONTARIO INC.	002106276
2110612 ONTARIO INC.	002110612
894369 ONTARIO LTD	000894369
925480 ONTARIO LTD.	000925480
946872 ONTARIO LIMITED	000946872

(143-G546)
KATHERINE M. MURRAY
Director, Ministry of Government Services
Directrice, Ministère des Services
gouvernementaux

**Certificate of Dissolution
Certificat de dissolution**

NOTICE IS HEREBY GIVEN that a certificate of dissolution under the Business Corporations Act has been endorsed. The effective date of dissolution precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément à la Loi sur les sociétés par actions, un certificat de dissolution a été inscrit pour les compagnies suivantes. La date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2010-09-23	
BASHIR & SONS LIMITED	002134290
CAPRICE ENTERPRISES (1997) INC.	001238337
DURBIN CREDIT JEWELLERS LIMITED	000039076
EMESYS CORP.	001614125

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
FREE TO LIVE INC.	001633106
I. KURZMANN INVESTMENTS LTD.	000537977
IREGE DEVELOPMENTS LIMITED	001225070
KRISHNA ELECTRONICS INTERNATIONAL INC.	002211553
LETTON'S FLOWER SHOP LTD.	000458016
MSK TIRES LIMITED	001551295
OPJS MANAGEMENT INCORPORATED	000985008
ROLAND IT SERVICES INC.	001504844
SACONE MANAGEMENT INC.	001055303
TURN-KEY TECHNOLOGIES INC.	001478698
1047587 ONTARIO LIMITED	001047587
1159067 ONTARIO INC.	001159067
1172471 ONTARIO INC.	001172471
1214475 ONTARIO INC.	001214475
1389521 ONTARIO LIMITED	001389521
1596531 ONTARIO INC.	001596531
2005764 ONTARIO INC.	002005764
2076950 ONTARIO INC.	002076950
2119636 ONTARIO LTD.	002119636
2127652 ONTARIO INC.	002127652
2188248 ONTARIO INC.	002188248
4U EDUCATION AND IMMIGRATION CONSULTING INC.	002102046
652293 ONTARIO LTD.	000652293
2010-09-24	
BUY THE POUND INC.	002200793
BWS MANAGEMENT SERVICES INC.	000970947
CARROL AUTO PARTS INC.	001659941
COMIN MASONRY (1999) LIMITED	001356842
EGA HOLDINGS INC.	000961018
PINE KNOLL ACRES LTD.	000818896
PRO SPORTS FILMS LIMITED	000256143
ROBERT HOWE TRUCKING INC.	000754907
WIRELESS TRENDS INC.	002067932
1428956 ONTARIO INC.	001428956
1477676 ONTARIO INC.	001477676
1478138 ONTARIO INC.	001478138
1478184 ONTARIO INC.	001478184
2249030 ONTARIO LTD.	002249030
273340 ONTARIO INC.	000273340
3C BROTHERS GROUP INC.	001370585
413548 ONTARIO LIMITED	000413548
756476 ONTARIO LTD.	000756476
940393 ONTARIO INC.	000940393
2010-09-27	
ANJO INTERNATIONAL INC.	000979252
ARTLIN CONSTRUCTION LTD.	000346639
BARGAIN TIRE AUTO CENTRES INC.	001001966
BIFU LOGISTICS(S) LTD.	001661223
CRISADRIAN INVESTMENTS INC.	001009013
FANTASY TRADING INC.	002059935
HARNDEN CONSTRUCTION LTD.	002120896
HARROD EXCAVATING, GRADING AND CONSTRUCTION LTD.	000443279
INNOVAPOWER COGENERATION INC.	001252345
INTERNATIONAL VEHICLE ACCESSORIES CORPORATION	001467242
ITECH DEPOT LIMITED	002159684
J. KREKEL INDUSTRIES LTD.	000411313
LAIRD IMPORTS AUTOMOTIVE LTD.	001584992
LASPER LIMITED	000398312
MATHIEU BROTHERS CONSTRUCTION LIMITED	000151447
MULTIPRO SERVICES LIMITED	001144645
PEDWELL PROFESSIONAL EDUCATIONAL SERVICES INC.	001591847
Q ACCESSORIES CORPORATION	001327121
RUGS HOME DECOR & MORE INC.	002138877
STARK INDUSTRIES INC.	000497740
STEWCAM HOLDINGS INC.	001177071

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
THE FACILITIES DESIGN GROUP INC.	000965943
UNIQUE RENTALS LIMITED	001306192
WALTER SLIPCHENKO & ASSOCIATES, INC.	000983671
WIDRICH, MILLER COMMUNICATION DESIGN INC.	001219566
1055037 ONTARIO INC.	001055037
1336826 ONTARIO INC.	001336826
1370478 ONTARIO LTD.	001370478
1658516 ONTARIO INC.	001658516
1703520 ONTARIO LIMITED	001703520
3R-LOGIC LTD.	001232973
671933 ONTARIO INC.	000671933
900219 ONTARIO LIMITED	000900219
915639 ONTARIO INC.	000915639
926712 ONTARIO INC.	000926712
965680 ONTARIO INC.	000965680
2010-09-28	
BENTON ENTERPRISES INC.	001351670
BRADSHAW'S SERVICE & TOWING LTD.	000332464
CASA BELLEZZA INC.	002035566
J. J. JUICE INC.	002162325
JIM BOGERS BUILDER LTD	000712596
LABORIO INC.	001479480
NICK CHEMICALS INC.	001507214
RMP HUMAN RESOURCES INC.	001760215
ROSILLA INC.	000935195
SIXTY / THIRTY STINGER INC.	000505795
TUSCAN MARKET INC.	002031828
WALRICH HOTEL LIMITED	000075081
1395445 ONTARIO INC.	001395445
1641284 ONTARIO INC.	001641284
2023497 ONTARIO INC.	002023497
336647 ONTARIO LIMITED	000336647
449903 ONTARIO LIMITED	000449903
2010-09-29	
CANCHEM SPECIALTY PRODUCTS INC.	002200742
CHATHAM-KENT CUSTODY, ACCESS & MEDIATION SERVICES, INC.	001319484
DIVERSIFIED STAGING INC.	002095026
DSR INTERACTIVE TECHNOLOGIES CORP.	001600316
DUDKA CONSTRUCTION LIMITED	000222387
INFORMATION TECHNOLOGY SERVICE JARS LIMITED	002085231
MAXIMUM COTTAGE COUNTRY SERVICES LTD.	002241236
PRAVIN RESTAURANTS INC.	001722235
RAFAELO MANUFACTORY INC.	001737390
SELECT KOTE SYSTEMS LTD.	000943511
SIR WILLIAM MACKENZIE INN LIMITED	002047266
SUDBURY REALTY LIMITED	000267089
1170088 ONTARIO INC.	001170088
1403620 ONTARIO INC.	001403620
1669485 ONTARIO INC.	001669485
1784149 ONTARIO LTD.	001784149
2207076 ONTARIO INC.	002207076
4 C'S INNOVATIONS LTD.	001144041
826564 ONTARIO LIMITED	000826564
2010-09-30	
BLACK KNIGHT CAPITAL CORP.	001034721
BLUEWATER LEASING INC.	001457190
DEMOLITION PRODUCTIONS INC.	001560092
GRF VERIFICATIONS LIMITED	001137773
IN THE SKY PRODUCTIONS INC.	001118997
KNELL-UN LIMITED	001159265
LATREILLE HOLDINGS INC.	000727812
ON THE ROCKS RESTAURANT LTD.	000854574
PLP ENTERPRISES INC.	001432114
SIBBALD CREATIVE SERVICES INC.	001455273
SUPREME ELEGANCE LIMITED	001145192
T.P GROUP ONTARIO INC.	001721813

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario	Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
TAP HOLDINGS CORP.	001374559	1628081 ONTARIO INC.	001628081
TONY DE LIMA TRIM CARPENTRY INC.	002027260	1765355 ONTARIO INC.	001765355
VICTORY CYCLE LTD.	001115720	2013011 ONTARIO LIMITED	002013011
1464622 ONTARIO INC.	001464622	2026011 ONTARIO LTD.	002026011
1648313 ONTARIO INC.	001648313	2036462 ONTARIO INC.	002036462
1769739 ONTARIO LIMITED	001769739	2068292 ONTARIO INC.	002068292
2089801 ONTARIO INC.	002089801	2143792 ONTARIO INC.	002143792
2199314 ONTARIO INC.	002199314	2152898 ONTARIO INC.	002152898
815760 ONTARIO LTD.	000815760	35 TOWNLINE ROAD LTD.	000375042
2010-10-01		384694 ONTARIO LIMITED	000384694
ALCANTARA MEADOW HOMES LTD.	001759742	648084 ONTARIO LIMITED	000648084
BANA INVESTMENTS INC.	000250746	813792 ONTARIO LTD.	000813792
CAREER II MARKETING INC.	001246444	833569 ONTARIO INC.	000833569
D.S. PRINTING INC.	001307595	856061 ONTARIO LIMITED	000856061
DECK'S FOODS INC.	002026286	2010-10-05	
DM GRIGO INC.	002016463	1513049 ONTARIO LIMITED	001513049
DVP CONSULTING INC.	001004320	2010-10-06	
EDEN VALLEY ENTERPRISES INC.	001342959	ALRU EQUIPMENT INC.	000502775
EDERSTAR BUILDING GROUP INC.	001759661	ESSEX PROFESSIONAL BUILDING LIMITED	000083867
ELIA FINANCIAL INC.	001109538	MILLBRICK HOLDINGS LIMITED	000927108
GALANZ (NORTH AMERICA) INC.	001271572	1550645 ONTARIO INC.	001550645
GAMPEN INDUSTRIES LIMITED	000351067	2168668 ONTARIO CORPORATION	002168668
INTERIOR PLUS LTD.	001459317	2010-10-07	
JESSENIA PARK HOME CORP.	001773102	ACCURATE AUTHENTIC ASSEMBLY INC.	001801293
JOBAL MACHINING LIMITED	000429933	FOCUS AMERICANA INC.	001485808
LAKHANPAUL SERVICES INC.	001702126	GGOF 2007 MINING FLOW-THROUGH CORPORATION/ CORPORATION D' ACTIONS ACCREDITIVES	
LATORICA GARDEN HOMES INC.	001759702	MINIERES 2007 GGOF	001741775
MATRIX CAPITAL MANAGEMENT INCORPORATED	001261195	GGOF 2008-I MINING FLOW-THROUGH CORPORATION/ CORPORATION D' ACTIONS ACCREDITIVES MINIERES	
MINEOLA ACUPUNCTURE CLINIC LTD.	001661760	2008-I GGOF	001753897
PACLASA INVESTMENTS INC.	001004952	IBF INTERNATIONAL BUSINESS & FINANCE LIMITED	000859820
PHOTOGRAPHIC SOLUTIONS LIMITED	001318098	JPH INVESTMENTS INC.	001437100
RICHMOND TEXTILE CO. LTD.	001249361	LEAMINGTON INNS LTD.	000650332
THAMES ALLERGY LABORATORY LIMITED	000209985	MYTECH HOLDINGS LTD.	000976701
VISTULA BAY GROUP INC.	001759751	ONTAMISS CLEANING INC.	001654753
1164266 ONTARIO LIMITED	001164266	SUN VALLEY HOLDINGS AND INVESTMENTS INC.	001443624
1218630 ONTARIO LIMITED	001218630	S2S HOLDINGS INC.	001500160
1469718 ONTARIO INC.	001469718	TUDHOPE EQUITIES INC.	000754871
1613601 ONTARIO LIMITED	001613601	TURNPIKE MASONRY LIMITED	000286840
1678154 ONTARIO LTD.	001678154	1133688 ONTARIO LIMITED	001133688
1793050 ONTARIO INC.	001793050	1176185 ONTARIO INC.	001176185
1801384 ONTARIO INC.	001801384	1424792 ONTARIO LIMITED	001424792
2013579 ONTARIO INC.	002013579	1431617 ONTARIO LTD.	001431617
2081030 ONTARIO INC.	002081030	1496808 ONTARIO INC.	001496808
816290 ONTARIO INC.	000816290	1600340 ONTARIO INC.	001600340
865714 ONTARIO INC.	000865714	1661217 ONTARIO LIMITED	001661217
2010-10-04		1667087 ONTARIO LTD.	001667087
ACORN EQUIPMENT RENTAL LIMITED	000104050	1681947 ONTARIO INC.	001681947
ANDY VARNAVA ELECTRIC CONTRACTOR LIMITED	000347417	1747349 ONTARIO LIMITED	001747349
COMPUTERIZED REPORTING INC.	000285312	1766196 ONTARIO INC.	001766196
CORNU PRODUCTIONS, INC.	002213441	2011109 ONTARIO INC.	002011109
DAWHERBS INC.	001409665	2046929 ONTARIO CORPORATION	002046929
DELAGE'S HOUSE OF GIFTS LTD.	000407600	2091774 ONTARIO INC.	002091774
DIPOCE BROTHERS CORPORATION	000635541	948735 ONTARIO INC.	000948735
DMI INC.	001690173	2010-10-08	
ENVIROMATICS UNIVERSAL INC.	001446304	GAVIN TRANSPORT INC.	002142401
GURZA INTERNATIONAL LIMITED	000745227	HAMILTON AUTO SERVICES LTD.	002247235
PARS MACHINE & TOOLS LTD.	001556906	HERITAGE ENERGY PRODUCTS INC.	001723686
PETER MANIERKA & CO. LIMITED	000395505	KEEN PERSPECTIVES INC.	001729367
RANNIE & ASSOCIATES INC.	001258501	NOAH'S ARK BASEMENT WATERPROOFING INC.	001804216
REDGROVE DEVELOPMENTS INC.	001131765	Q-WEB INC.	002115410
THE FRIENDLY FERMENTOR LTD.	001549168	S.M. MARCIANTE CONTRACTORS LIMITED	001523858
1055590 ONTARIO LTD.	001055590	SIL CORP.	002127512
1306939 ONTARIO INC.	001306939	SOULISTIC ENTERTAINMENT MANAGEMENT LTD.	002110004
1403685 ONTARIO INC.	001403685	SREM PAINTING & DECORATING INC.	000425375
1454605 ONTARIO LTD.	001454605	TEC SOURCE INC.	001437461
1517498 ONTARIO INC.	001517498	TIRNOVA INVESTMENTS LIMITED	000377551
1608220 ONTARIO INC.	001608220		
1622760 ONTARIO LTD.	001622760		

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
1502948 ONTARIO INC.	001502948
1612727 ONTARIO INC.	001612727
1694125 ONTARIO INC.	001694125
1785722 ONTARIO LIMITED	001785722
2184683 ONTARIO INC.	002184683
590227 ONTARIO INC.	000590227
808413 ONTARIO INC.	000808413
2010-10-12	
AVOKIA INC.	001411192
COY BROS. ST. CATHARINES INC.	000401147
GLEN RIDGE DEVELOPMENTS INC.	001310721
HALLMAN ELDERCARE INC.	001776514
H2EAU INC.	002098727
SAWMILL CREEK CONSTRUCTION (ONT.) INC.	002098725
SMOKING BARREL PRODUCTIONS INC.	001699883
1018331 ONTARIO LIMITED	001018331
1198286 ONTARIO LIMITED	001198286
2132427 ONTARIO LIMITED	002132427
2168554 ONTARIO INC.	002168554
817614 ONTARIO INC.	000817614
972115 ONTARIO INC.	000972115
2010-10-13	
BAYWOOD MEDIA SERVICES INC.	001501304
DJF CONSULTING INC.	001298973
G. C. MEREDITH HOLDINGS LIMITED	000056492
IETTA MANAGEMENT LIMITED	000447544
R.L.F. CONSULTANTS LIMITED	000296623
RH STYLING INC.	002105001
RIDE CONSULTING INC.	002164805
UNIVERSAL APPAREL GROUP INC.	001248310
UXBRIDGE HEIGHTS CENTRE LTD.	001449278
1520160 ONTARIO INC.	001520160
1529245 ONTARIO INC.	001529245
1617834 ONTARIO LIMITED	001617834
1636773 ONTARIO INC.	001636773
1795318 ONTARIO INC.	001795318
2041141 ONTARIO INCORPORATED	002041141
818672 ONTARIO INC.	000818672

KATHERINE M. MURRAY
Director, Ministry of Government Services
Directrice, Ministère des Services
gouvernementaux

(143-G547)

Notice of Default in Complying with the Corporations Information Act Avis de non-observation de la Loi sur les renseignements exigés des personnes morales

NOTICE IS HEREBY GIVEN under subsection 241(3) of the *Business Corporations Act* that unless the corporations listed hereunder comply with the filing requirements under the *Corporations Information Act* within 90 days of this notice orders dissolving the corporation(s) will be issued. The effective date precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(3) de la *Loi sur les sociétés par actions*, si les sociétés mentionnées ci-dessous ne se conforment pas aux exigences de dépôt requises par la *Loi sur les renseignements exigés des personnes morales* dans un délai de 90 jours suivant la réception du présent avis, des ordonnances de dissolution seront délivrées contre lesdites sociétés. La date d'entrée en vigueur précède la liste des sociétés visées.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2010-10-18	
1781109 ONTARIO CORPORATION	1781109
(143-G548)	Katherine M. Murray Director/Directrice

Cancellation for Cause (Business Corporations Act) Annulation à juste titre (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under section 240 of the *Business Corporation Act*, the certificates set out hereunder have been cancelled for cause and in the case of certificates of incorporation the corporations have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, par des ordres donnés en vertu de l'article 240 de la *Loi sur les sociétés par actions*, les certificats indiqués ci-dessous ont été annulés à juste titre et, dans le cas des certificats de constitution, les sociétés ont été dissoutes. La dénomination sociale des sociétés concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2010-10-15	
1685183 ONTARIO LTD.	1685183
(143-G549)	Katherine M. Murray Director/Directrice

ERRATUM NOTICE Avis d'erreur

ONTARIO CORPORATION NUMBER 1235371

Vide Ontario Gazette, Vol. 142-29 dated July 18, 2009

NOTICE IS HEREBY GIVEN that the notice issued under section 241(4) of the *Business Corporations Act* set out in the July 18, 2009 issue of the Ontario Gazette with respect to 1235371 Ontario Inc. was issued in error and is null and void.

Cf. Gazette de l'Ontario, Vol. 142-29 datée du 18 juillet 2009

PAR LA PRÉSENTE, nous vous informons que l'avis émis en vertu de l'article 241(4) de la *Loi sur les sociétés par actions* et énoncé dans la Gazette de l'Ontario du 18 juillet 2009 relativement à 1235371 Ontario Inc. a été délivré par erreur et qu'il est nul et sans effet.

(143-G550) Katherine M. Murray
Director/Directrice

Marriage Act Loi sur le mariage

CERTIFICATE OF PERMANENT REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT PERMANENT autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants:

October 11 - October 15

NAME	LOCATION	EFFECTIVE DATE
Beneby, Shelton Livingston	North York, ON	12-Oct-10
Daniel, Asian	Ottawa, ON	12-Oct-10
Esungwoh, George Fogap	Toronto, ON	12-Oct-10
Headley, Phyllis	Brampton, ON	12-Oct-10
Kyere, Emmanuel Kwadwo	Etobicoke, ON	12-Oct-10
Mensah, Robert Yaw	Brampton, ON	12-Oct-10
Mills, Monica	Brampton, ON	12-Oct-10
Wright, Lorenzo	Thornhill, ON	12-Oct-10
Stanford, Michelle Lyn	Oakville, ON	14-Oct-10
Smith, David Edward Grier	Prescott, ON	14-Oct-10
Steffler, Robert W	Toronto, ON	14-Oct-10
Pilon, Aaron J	Chatham, ON	14-Oct-10
Walters, Frederica Eloise	Bowmanville, ON	14-Oct-10
Meadows-Helmer, Sebastian Thomas	Thornhill, ON	14-Oct-10
Matsua, Patrick Maboe	Moosonee, ON	14-Oct-10
Pitso, Pascal Pali	Moosonee, ON	14-Oct-10
MacLeod, Elizabeth Patricia	St Thomas, ON	14-Oct-10
Fulton, John Logan	Embrow, ON	14-Oct-10
Churchill, David	Oakville, ON	14-Oct-10
Brownlie, Robert Lloyd	Ancaster, ON	15-Oct-10
Black Mitchell, Berneta	Pickering, ON	15-Oct-10

RE-REGISTRATIONS

NAME	LOCATION	EFFECTIVE DATE
Wi, Adrian	Aurora, ON	14-Oct-10
Mokwe, Daniel	Toronto, ON	15-Oct-10

CERTIFICATES OF TEMPORARY REGISTRATION as person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT TEMPORAIRE autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants:

NAME	LOCATION	EFFECTIVE DATE
Barrett, Mark Wesley November 11, 2010 to November 15, 2010	Charlottetown, PE	12-Oct-10
McLaughlin, Jack November 18, 2010 to November 22, 2010	West Kelowna, BC	12-Oct-10
Ntow-Asamoah, Andreas November 17, 2010 to November 21, 2010	Ajax, ON	14-Oct-10

CERTIFICATE OF CANCELLATION OF REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES AVIS DE RADIATION de personnes autorisées à célébrer des mariages en Ontario ont été envoyés à:

NAME	LOCATION	EFFECTIVE DATE
Wi, Adrian	Orangeville, ON	14-Oct-10
Reid, Faith-Anne	Pickering, ON	15-Oct-10
Brix, Alfred	Kitchener, ON	15-Oct-10

NAME	LOCATION	EFFECTIVE DATE
Strawbridge, Elaine	Honeywood, ON	15-Oct-10
Buchan, Edward Wakelin	Sarnia, ON	15-Oct-10
Byron, Stephen David	Welland, ON	15-Oct-10
Turnbull, Arthur D	Sydenham, ON	15-Oct-10

JUDITH M. HARTMAN,
Deputy Registrar General/
Registraire générale adjointe de l'état civil
(143-G551)

Change of Name Act Loi sur le changement de nom

NOTICE IS HEREBY GIVEN that the following changes of name were granted during the period from October 11, 2010 to October 17, 2010 under the authority of the *Change of Name Act*, R.S.O. 1990, c.c.7 and the following Regulation RRO 1990, Reg 68. The listing below shows the previous name followed by the new name.

AVIS EST PAR LA PRÉSENTE donné que les changements de noms mentionnés ci-après ont été accordés au cours de la période du 11 octobre 2010 au 17 octobre 2010, en vertu de la *Loi sur le changement de nom*, L.R.O. 1990, chap. C.7, et du Règlement 68, R.R.O. 1990, s'y rapportant. La liste indique l'ancien nom suivi du nouveau nom.

PREVIOUS NAME	NEW NAME
ABDUL-SATAR, RAYHANEH.	SATARZADEH, RAYHANEH.
AKINTUNDE, OLABANDELE.	AKINTUNDE, ALEXANDER.
ANDERSON, AMANDA..	OLABANDELE.OLATOKUNBO.
AUSTRIA-GUARINO, CRISTIAN.	CYBULSKI, AMANDA.MONICA.
KYLE.	LARAYA, CRISTIAN.
AYANDI, MASOUMEH.	KYLE.
BAJOREK, HELEN.	AYANDI, FAYE.MASOUMEH.
VERONICA.	BAJOREK-MACDONALD,
BARNETT, ELIJAH.	HELEN.VERONICA.
ANTHONY.	HERNANDEZ, ELIJAH.
BEARINGER, MARILYN.FAYE.	ANTHONY.
BENHASENN-NELSON, DEVI.	WEBER, MARILYN.FAYE.
NEFERTI.	BEN-HASENN, DEVI.
BLACK, SUBRENA.ANN.	NEFERTI.
BO, YANG.	BLACK, SABRENA.ANN.
BONNICI, PHILOMENUS.	BO, BRIAN.YANG.
BOTERBERG, CRYSTAL.ANN.	BONNICI, PHILLIP.CHARLES.
BROWN, DALENA.	MILLER, CRYSTAL.ANN.
VALENTIA.	CRAIG BROWN, MALIKA.
BROWN, PAUL.DETROY.	ELISABETH.VANNESSA.
BROWN, QUANISHA.	BROWN, PESSON.ANTHONY.
ARIEL.	BROWN, ASIA.ARIEL.
BUI, TAN.HUYEN.	QUANISHA.
CHANG, ANNIE.WEN.LAN.	BUI, HUYEN.TAN.
COONEY, MARY.HELEN.	HUYNH, ANNIE.WEN.LAN.
COLLEEN.	O'NEILL, COLLEEN.MARY.
DATOO, ISAFHAN.NIZAR.J.	HELEN..
DAVEY, ROBERT.	DATOO, ISSA.NIZAR.J.
WILLIAM.	MCGINNESS, ROBERT.
DHALIWAL, KULDEEP.KAUR.	WILLIAM.
DING, BROOK.JIEBAO.	HARI, KULDEEP.KAUR.
DISALVO, JULIANA.	JIANG, JAMES.QIYUAN.
DIXON, ADELAIDE.	ANTCZAK, JULIANA.
KATHERINE.	BERTOIA-DIXON, ADELAIDE.
DIXON, AMANDA.SARI.	KATHERINE.
DIXON, AMELIA.RUBY.	BERTOIA, AMANDA.SARI.
LYDIA.	BERTOIA-DIXON, AMELIA.
DO, TIEN-CHAU.	RUBY.LYDIA.
DU, SHIHAO.	CHAU, ROBERT.DOTIEN.
DUCKWORTH, RITA.	DU, BILL.
LORRAINE.	DOUGLAS, RITA.
	LORRAINE.

PREVIOUS NAME	NEW NAME	PREVIOUS NAME	NEW NAME
EGEDY, ERIC.LEWIS.DAVID.	FAWKES, EMMA.EDWARDS.	LUHOWAY, STEPHEN.PETER.	ALCOTT, STEPHEN.GORDON.
EL NEMR, SAMIR.SHALABY.	ELNEMER, SAMIR.SHALABY.	THOMAS.	THOMAS.
HEGAZY.SHALABY.	HEGAZY.SHALABY.	LUSKIN, SARAH.	LUSKIN-SAXBY, SARAH.
FARRAR, HAYDEN.	O'CONNOR-FARRAR, HAYDEN.	MACCORMACK,	MACCORMACK, ALICE.
TAYLOR.	TAYLOR.	HELENA..	ALEXANDRA.
FOURIE, TRAVIS.KEITH.	CRAMMOND, TRAVIS.KEITH.	MARTIN, HANNAH.	MARTIN LOMAS, HANNAH.
GERA, SOPHIA.GRACE.	WHYTE, SOPHIA.GRACE.	MAI.	MAI.
GOGO, AMY.LYNN.	HOEK, AMY.LYNN.	MARTINDALE, JUDITH.	IONSON, JUDITH.
GOULD, ADAM.	SCOT, ADAM.NORMAN.	ROSALIE.	ROSALIE.
NORMAN.	GOULD.	MCCONNELL, RACHEL.	MCCONNELL, TIMOTHY.
GRIGG, TIMOTHY.	HEASELGRAVE, TIMOTHY.	CLAIRE.	CLAIRE.
SCOTT.	SCOTT.	MINAZ, TAJUDDIN.PUNJANI.	KAZANI, MINAZ.AZIZ.
GROSZ, TAMMY.DOREEN.	NETHERTON, TAMMY.DOREEN.	MINHAS, RANJIT.KAUR.	MAHAL, RANJIT.KAUR.
GRUSZCZYNSKA,	HARRISON,	MIZAL, JESUS.	MIZAL, JOGIL.BORGONIA.
MAGDALENA.	MAGDALENA.	JOGIL.	JESUS.
GÁSPÁRDY, LARA.ELIZABETH.	WOOD, LARA.ELIZABETH.	MORENO, LUISA.LUZMILA.	COSTA, LUISA.
HAZIZI, ANISA.	LANGU, ANISA.	MORRIS, MAXIE.HUNTE.	YUD I, DIVINE-SOPHIA.
HEKIMOGLU, CAN.	HEKIMOGLU, JOHN.	OUIDA.	EMERALD-JESC.
HERRERA VALOIS, IVAN.	VALOIS, IVAN.RICARDO.	MULJI, ROSE.	POONAWALA, ROZINA.
RICARDO.	VERGARA.	NADARAJAH,	NADARAJAH, RAJ.
HILL, KIMBERLY.ANN.	BROADFOOT, KIMBERLY.ANN.	CHENTHURAN.	CHENTHURAN.
HILL, LYNDA.JOYCE.	BOMBERRY, LINDA.JOYCE.	NG, CHUILLI.RACHEL.	CHEN, RACHEL.CHUILLI.
HILLMAN, JENNIFER.	MARTIN, JENNIFER.	NG, TSZ.HIM.	NG, FELIX.T.H.
ELIZABETH.	ELIZABETH.	NIGANOBE, BNESHIINH.	MCLEOD, BNESHIINH.
HUSSAIN, HUSSAIN.	LALANI, HUSSAIN.HABIB.	NITHIYANANTHAN, KURU-S.	NITHIYANANTHAN, SUTHU.
JADIDI, ADRIAN..	SHERIF, ADRIAN.JADIDI.	OLUTAYO, JADA.ARIEL.	FALLETTA, ISABELLA.GINGER.
JADIDI, ARMINEH.	SHERIF, ARMINA.JADIDI.	SHILYN.	PEARL.
JAJUEE-MOGHADDAM,	JAJUEE, BABAK.	OLUTAYO, OLUBUKUNOLA.	FALLETTA, LACEY.BLANCHE.
BABAK.	ADAM.	BLANCHE.SHADE.	BIJOU.ANNABELLE.
JEFFRIES, JORDAN.WILLIAM.	FITCH, JORDAN.	PAAKKUNAINEN, CODY.	TURNER, CODY.
KENNETH.	WILLIAM.	SAMUEL.JAMES.	JAMES.
JIANG, BRIAN..	JIANG, BENSON.SHAOYUAN.	PAGE, MARY.KATHLEEN.	LEE, SARA.ANN.
JOHNSTON, COURTNEY.	JOHNSTON, COURTNEY.	PALENDRAN, SWANIAH.	THANENDRAN, SWANIAH.
JASMINE.	JASMINE.VANHI.LAKSHMI.	PARÉ, BRAYDEN.STEVEN.	NIGHTINGALE, BRAYDEN.
LAKSHMI.	SINGH.	JAMES.	JAMES.
JOHNSTON, DESTINY.ANNA.	SMITH, DESTINY.ANNA.MARIE.	PATEL, JILL.DIXITKUMAR.	PATEL, JAIMIK.DIXITKUMAR.
MARIE.LYNN.	LYNN.	PICKERING, SARAH.LYNN.	PETERS, SARAH.LYNN.
JONES, TYLER.RYAN.	D'ANGELO, TYLER.RYAN.	QI, GRACE..	QI, GRACE.XUETING.
KABILIRABI, FARANAK.	BARADARAN, FARANAK.	REES, GERTRUDE.CAROLYN.	REES, TRUDY.CAROLYN.
KANG, HANNA.	HUR, HANNA.PAUL..	REYES,	TORRES, CYNTHIA.
KAPADIA, NAAZ.	DESAI, NAAZ.	CYNTHIA..	ZOZOBRAO.
MOHAMMADI.	ANKUR.	RIEGER, DURHANE.	WONG-RIEGER, DURHANE..
KEENS-DOUGLAS, CLAIR.	KEENS-DOUGLAS, EILEEN.	RODRIGO, AMILA..	RODRIGO, AMILA.
EILEEN.	CLAIR.A.	DHANUSHKA.	DUSHYANTHA.
KESHWANI, NIZARALI.	KESHWANI, NIZARALI.	SEMENIUK, SIGITA-ELLA.	SEMENIUK, ZITA.ELLA.
ABDULRAHIM.	ABDULRAHIM.	SEPA, ANNELI.AIRIKE.	MACATRAO, ANNELI.AIRIKE.
KESHWANI, SHAMSH.	KESHWANI, SHAMSH.	SERRI, ANAS.	SERRI, ANIS.
NIZARALI.	NIZARALI.	SHAMIS, ROBERT.EDWARD.	SCHAMES, ROBERT.JACK.
KHAN, ASHA.IRENE.	SOOR, ASHA.	SHAUGHNESSY, ANDREA.	GLEESON, LEANNE.
KHAN, NINA.MABEL.	SOOR, NINA.	LEANNE.	SHAUGHNESSY.
KHURSHID, RABIA.	KHURSHID, RABAIL.	SHELDRAKE, KARI.LYNN.	HANN, KARI.LYNN.
KIM, MOONJIN.	KIM, ELIZABETH.MOONJIN.	SHEN, ELISE.	CHONG, ELISE.
LAM, HOAI.DIEM..	LAM, LAURIE.DIEM.HOAI.	SIMPSON, ASHLYN.	SIMPSON, ASHLYN.KAYLEY.
LAMA, BIMLA.	LAMA, MINGMAR.DOMA.	SINCLAIR, KESHA.FAITH.	MCLEOD, KESHA.FAITH.
LAPAGE, LISA.ANNE.	WRIGHT, LISA.ANNE.	SINGH, HARDIP.	GILL, HARDIP.SINGH.
LAROCQUE, CRYSTAL.DENISE.	LANDRY, CRYSTAL.DENISE.	SINGH, PREMJJIT..	KHAIRA, PREMJJIT.
LECLERC, MARIE.GERMAINE.	LECLERC, MARIE.GERMAINE.	SUN, FEI.	CHYNCES, JOSHUA.THOMAS.
NOELLA.	ROXANNE.	SUN, WILLIAM.WALLACE.	SUN, WILLIAM.WALLACE.
LEE HIM-CARTER, SHAQUILLE.	WRIGHT, SHAQUILLE.	TEIXEIRA, MARGARIDA.	TEIXEIRA, MARGARET.
LESHAUN.	LESHAUN.	CONCEICAO.REGO.	CONSTANCE..
LEMAY, MARIE.DENISE.	LEMAY, DENYSE.MARIE.	THACH, THI.DA.	THACH, THIDA.
LAURA.	LAURA.	THARMARAJAH, KRISHNE.	VATHSALAN, KRISHNE.
LEUNG, MANA.QUINN.AUDEN.	ZECHA, MAKSIM.AUDEN.	ANN.	ANN.
LI, HAI.YANG.	LEE, MARVIN.	TREMBLAY, KAYLAN.MARK.	RINGSTEAD, KAYLAN.BEAU.
LI, MONIQUE.YUK.YEE.	MA, JULIE.LING.	TURNER, AMY.JEAN.	TURNER-DEEB, AMY.JEAN.
LILEY, SHEILA.	PINDER, SHEILA.	VALIZADEH, KEON.	VALI, KEON.
ELIZABETH.	ELIZABETH.	VALIZADEH, KEVIN.	VALI, KEVIN.
LIU, LI.YU.	LIU, AMY.L..	WALSH, WILLIAM.KYLE.	WELSH, WILLIAM.JAMES.
LUHOWAY, ASHLEY.	ALCOTT, ASHLEY.MARIE.	WALTERS, ERIN.LEIGH.	BROADBENT, ERIN.LEIGH.
MARIE.	LAUREL.	WEN, DI.NAN.	MAN, DI.NAN.

PREVIOUS NAME	NEW NAME
WERRETT, LONDON.GEORGE.	PAYNE, GEORGE.
BRADLEY.	MICHAEL.
WRIGGLESWORTH, GREGORY.	WEBB, GREGORY.
WILFRED.	WILFRED.
WU, JUN.HUL.	WU, BRENDAN.
YANG, YE.FEI.XUE.	YANGYE, FEIXUE.SNOW.
YE, YANGXIAOYU.	YEYANG, XIAOYU.RAIN.
YOO, SOO.KYUNG.	YOO, CHRISTINA.SOO.KYUNG.
YUAN, SI.CHEN.	YUAN, SHIRLEY.SI.CHEN.
ZACK, SHACHAF.MOSHE.	MATORIN, ZACK.SHAHAF.
ZHANG, WEI.	ZHANG, LEON.
ZHANG, XUE.QIN.	ZHANG, QUEENA.
ZHOU, QING.HUA.	ZHOU, ELVA.QINGXUAN.

JUDITH M. HARTMAN,
Deputy Registrar General/
Registraire générale adjointe de l'état civil

(143-G552)

Applications to Provincial Parliament — Private Bills Demandes au Parlement provincial — Projets de loi d'intérêt privé

PUBLIC NOTICE

The rules of procedure and the fees and costs related to applications for Private Bills are set out in the Standing Orders of the Legislative Assembly. Copies of the Standing Orders, and the guide "Procedures for Applying for Private Legislation", may be obtained from the Legislative Assembly's Internet site at <http://www.ontla.on.ca> or from:

Committees Branch
Room 1405, Whitney Block, Queen's Park
Toronto, Ontario M7A 1A2
Telephone: 416/325-3500 (Collect calls will be accepted)

Applicants should note that consideration of applications for Private Bills that are received after the first day of September in any calendar year may be postponed until the first regular Session in the next following calendar year.

(8699) T.F.N. DEBORAH DELLER,
Clerk of the Legislative Assembly.

Applications to Provincial Parliament

NOTICE IS HEREBY GIVEN that on behalf of John Nielsen application will be made to the Legislative Assembly of the Province of Ontario for an Act to revive "The Institute of Tool & Die Technology Inc" & "Matrix Tool & Die Inc"

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

Dated at Caledon East, October 13, 2010.

(143-P398) 43, 44, 45, 46
John Nielsen
17015 Heart Lake Road
Caledon East, Ontario
L7C 2L4

Sheriff's Sale of Lands Ventes de terrains par le shérif

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Milton dated March 17, 2010, Court File No. 9405/09, to me directed, against the real and personal property of **ANNESIA JAMES**, Defendant, at the suit of ROYAL BANK OF CANADA, I have seized and taken in execution all the right, title, interest and equity of redemption of **ANNESIA JAMES**, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being PCL 10281, SEC TOWNSHIP OF SCARBORO; PT LT 69, PL M697 and more details on PIN 06449-0052 LT, Land Registry Office #66, City of Toronto, Known as **11 HUDDLESTON COURT, TORONTO, ONTARIO M1L 4L1**.

ALL OF WHICH said right, title, interest and equity of redemption of **ANNESIA JAMES**, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 30, 2010 at 11:00a.m.** (Registration 9:00 a.m.-10:30a.m.)

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- \$2,000.00 certified cheque or cash upon bidder registration
- **Deposit** 10% of bid price or \$2,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- **Ten business days** from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario
- **All payments** in cash or by certified cheque made payable to the Sheriff of City of Toronto
- **Deed Poll** provided by Sheriff only upon satisfactory payment in full of purchase price
- **Other conditions** as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a sheriff under legal process, either directly or indirectly.

Date: October 6, 2010

(143-P404) D. Usher
Sheriff
393 University Avenue, 19th Floor
Toronto, Ontario M5G 1E6

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Orangeville dated June 26, 2009, Court File No. 471/09, to me directed, against the real and personal property of **ROBERT GRECO**, Defendant, at the suit of CITI CARDS CANADA INC., I have seized and taken in execution all the right, title, interest and equity of redemption of **ROBERT GRECO**, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being PT LT 50, PL 2002, AS IN TB476462, ETOBICOKE, City of Toronto, Known as **37 RAYMORE DRIVE, TORONTO, ONTARIO M9P 1W7**.

ALL OF WHICH said right, title, interest and equity of redemption of **ROBERT GRECO**, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 30, 2010 at 11:00a.m.** (Registration 9:00 a.m.-10:30a.m.)

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- \$2,000.00 certified cheque or cash upon bidder registration
- **Deposit** 10% of bid price or \$2,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- **Ten business days** from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario
- **All payments** in cash or by certified cheque made payable to the Sheriff of City of Toronto
- **Deed Poll** provided by Sheriff only upon satisfactory payment in full of purchase price
- **Other conditions** as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a sheriff under legal process, either directly or indirectly.

Date: October 6, 2010

(143-P405) D. Usher
Sheriff
393 University Avenue, 19th Floor
Toronto, Ontario M5G 1E6

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Orangeville dated September 17, 2009, Court File No. 738/09, to me directed, against the real and personal property of **MARUNIKA PRASAD**, Defendant, at the suit of THE TORONTO-DOMINION BANK, I have seized and taken in execution all the right, title, interest and equity of redemption of **MARUNIKA PRASAD**, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being Unit 17, Level 8, York Condominium Corporation No. 188, PT Block D, Plan 8265 (North York) as described in schedule A of Declaration B450753 Twp of York/North York, City of Toronto, Known as **2835 ISLINGTON AVENUE, APT. 819, TORONTO, ONTARIO M9L 2K2.**

ALL OF WHICH said right, title, interest and equity of redemption of **MARUNIKA PRASAD**, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 30, 2010 at 11:00a.m.** (Registration 9:00 a.m.-10:30a.m.)

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- \$2,000.00 certified cheque or cash upon bidder registration
- **Deposit** 10% of bid price or \$2,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- **Ten business days** from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario
- **All payments** in cash or by certified cheque made payable to the Sheriff of City of Toronto
- **Deed Poll** provided by Sheriff only upon satisfactory payment in full of purchase price
- **Other conditions** as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a sheriff under legal process, either directly or indirectly.

Date: October 6, 2010

(143-P406) D. Usher
Sheriff
393 University Avenue, 19th Floor
Toronto, Ontario M5G 1E6

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Orangeville dated October 20, 2009, Court File No. 861/09, to me directed, against the real and personal property of **SILVANA MORELLI also known as SYLVANA S. MORELLI**, Defendant, at the suit of CITI CARDS CANADA INC., I have seized and taken in execution all the right, title, interest and equity of redemption of **SILVANA MORELLI**, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being Parcel 136-2, Section M1070 Part Lot 136, Plan 66M1070, Pts 3 & 4 66R2745 Subject to B145692 Twp of York/North York, City of Toronto, Known as **69 ELNATHAN CRESCENT, TORONTO, ONTARIO M9L 2G2.**

ALL OF WHICH said right, title, interest and equity of redemption of **SILVANA MORELLI**, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 30, 2010 at 11:00a.m.** (Registration 9:00 a.m.-10:30a.m.)

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- \$2,000.00 certified cheque or cash upon bidder registration
- **Deposit** 10% of bid price or \$2,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- **Ten business days** from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario
- **All payments** in cash or by certified cheque made payable to the Sheriff of City of Toronto
- **Deed Poll** provided by Sheriff only upon satisfactory payment in full of purchase price
- **Other conditions** as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a sheriff under legal process, either directly or indirectly.

Date: October 6, 2010

(143-P407) D. Usher
Sheriff
393 University Avenue, 19th Floor
Toronto, Ontario M5G 1E6

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Newmarket dated October 15, 2009, Court File No. CV-09-094596-00, to me directed, against the real and personal property of **PREMIUM GLOBAL LOGISTICS INC. and SCOTT BULLOCK also known as SCOTT D. BULLOCK**, Defendants, at the suit of THE BANK OF NOVA SCOTIA., I have seized and taken in execution all the right, title, interest and equity of redemption of **SCOTT BULLOCK**, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being Unit 25, Level 6, Toronto Standard Condominium Plan No.1689 and its Appurtenant Interest, and more as in PIN NO; 12689-0334 LT Land Registry Office #66, City of Toronto, Known as **451 ROSEWELL AVENUE, SUITE 612, TORONTO, ONTARIO M4R 2H8**.

ALL OF WHICH said right, title, interest and equity of redemption of **SCOTT BULLOCK**, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 30, 2010 at 11:00a.m.** (Registration 9:00 a.m.-10:30a.m.)

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- \$2,000.00 certified cheque or cash upon bidder registration
- **Deposit** 10% of bid price or \$2,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- **Ten business days** from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario
- **All payments** in cash or by certified cheque made payable to the Sheriff of City of Toronto
- **Deed Poll** provided by Sheriff only upon satisfactory payment in full of purchase price
- **Other conditions** as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a sheriff under legal process, either directly or indirectly.

Date: October 6, 2010

(143-P408) D. Usher
Sheriff
393 University Avenue, 19th Floor
Toronto, Ontario M5G 1E6

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Toronto dated December 18, 2009, Court File No. CV-09-00387215-0000, to me directed, against the real and personal property of **ARTHUR NEIL GREGSON**, Defendant, at the suit of CAN PAGES INC., I have seized and taken in execution all the right, title, interest and equity of redemption of **ARTHUR NEIL GREGSON**, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being Unit 8, Level 1, Toronto Standard Condominium Plan No. 1984 and its Appurtenant Interest. The Description of the Condominium Property is: Part of Lot 9 and all of Lots 10, 11 and 12 on the west side of Morrison Street on Plan D-157, and more details on Land Registry Office #66, City of Toronto, Known as **10 MORRISON STREET, SUITE TH08, TORONTO, ONTARIO M5V 2T8**.

ALL OF WHICH said right, title, interest and equity of redemption of **ARTHUR NEIL GREGSON**, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 30, 2010 at 11:00a.m.** (Registration 9:00 a.m.-10:30a.m.)

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- \$2,000.00 certified cheque or cash upon bidder registration
- **Deposit** 10% of bid price or \$2,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- **Ten business days** from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario
- **All payments** in cash or by certified cheque made payable to the Sheriff of City of Toronto
- **Deed Poll** provided by Sheriff only upon satisfactory payment in full of purchase price
- **Other conditions** as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a sheriff under legal process, either directly or indirectly.

Date: October 6, 2010

(143-P409) D. Usher
Sheriff
393 University Avenue, 19th Floor
Toronto, Ontario M5G 1E6

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Toronto dated November 30, 2009, Court File No. SC-045225-0000, to me directed, against the real and personal property of **ERNIE LEUNG also known as SIU HONG LEUNG**, Defendant, at the suit of FURIO OROLOGIO, I have seized and taken in execution all the right, title, interest and equity of redemption of **SIU HONG LEUNG**, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being Parcel 153-2 Section M-1370, being part of Lot 153 Plan M-1370, designated as Part 9 on Plan of Survey of Record as 66R-5962 in the City of North York, in the Municipality of Metropolitan Toronto being the whole of the said parcel, Known as **118 SILAS HILL DRIVE, TORONTO, ONTARIO M2J 2X9**.

ALL OF WHICH said right, title, interest and equity of redemption of **SIU HONG LEUNG**, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 30, 2010 at 11:00a.m.** (Registration 9:00 a.m.-10:30a.m.)

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- \$2,000.00 certified cheque or cash upon bidder registration
- **Deposit** 10% of bid price or \$2,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- **Ten business days** from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario
- **All payments** in cash or by certified cheque made payable to the Sheriff of City of Toronto
- **Deed Poll** provided by Sheriff only upon satisfactory payment in full of purchase price
- **Other conditions** as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a sheriff under legal process, either directly or indirectly.

Date: October 6, 2010

(143-P411) D. Usher
Sheriff
393 University Avenue, 19th Floor
Toronto, Ontario M5G 1E6

**Sale of Lands for Tax Arrears
by Public Tender
Ventes de terrains par appel d'offres
pour arriéré d'impôt**

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE CITY OF ORILLIA

Take Notice that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on 25 November 2010, at the Municipal Office, Orillia City Centre, 50 Andrew St. South, Suite 300 Orillia, Ontario L3V 7T5.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Municipal Office, Orillia City Centre, 50 Andrew St. South, Suite 300, Orillia.

Description of Lands:

Roll No. 43 52 020 201 20700 0000; 72 Wyandotte St.; PIN 58644-0074(LT) Lots 50 and 51 N/S Victoria Street, Plan 617 Orillia T/W RO990014. File 09-03

Minimum Tender Amount: \$ 56,422.42

Roll No. 43 52 010 102 13400 0000; 68 Matchedash St. S.; PIN 58668-0052(LT) Part Lot 21 E/S Matchedash Street Plan 12 AKA Plan 58 Orillia as in ORI34706; S/T & T/W ORI34706; S/T Executions 94-00580 and 96-01964 if enforceable. File 09-22

Minimum Tender Amount: \$ 21,954.79

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the lands to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

Note: HST may be payable by successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

Mr. Bob Ripley
Treasurer
The Corporation of the City of Orillia
Orillia City Centre
50 Andrew St. South, Suite 300
Orillia, Ontario L3V 7T5
(705) 329-7242
www.orillia.ca

(143-P412)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Take Notice that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on 24 November 2010, at the Amherstburg Municipal Office, 271 Sandwich St. South, Amherstburg, Ontario N9V 2A5.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Amherstburg Municipal Office, 271 Sandwich St. South, Amherstburg.

Description of Lands:

Roll No. 37 29 140 000 03800 0000; Murray St. S/S; PIN 70557-0174(LT) Part Lot 7 Section 11 Plan 1 Amherstburg as in R211837 except R523780; Description may not be acceptable in the future as in R211837; Amherstburg. File 09-04

Minimum Tender Amount: \$ 7,574.59

Roll No. 37 29 173 000 19118 0000; 784 Richmond St.; PIN 70563-0141(LT) Lot 10, Plan 12M411, Amherstburg. File 09-06

Minimum Tender Amount: \$ 10,249.03

Roll No. 37 29 173 000 19121 0000; 796 Richmond St.; PIN 70563-0138(LT) Lot 7, Plan 12M411, Amherstburg. File 09-07

Minimum Tender Amount: \$ 11,163.77

Roll No. 37 29 173 000 21200 0000; 98 Bratt Dr.; PIN 70563-0183(LT) Lot 53, Plan 12M411, Amherstburg. File 09-08

Minimum Tender Amount: \$ 9,700.36

Roll No. 37 29 310 000 02400 0000; 50 Sandwich St. N; PIN 01544-1714(LT) Part Lot 18 W/S Sandwich Street Plan 7 Amherstburg Part Water Lot in front of Lot 18 W/S Sandwich Street Plan 7 Amherstburg designated Parts 2 & 3, 12R16337; S/T R1513194; Amherstburg. File 09-13

Minimum Tender Amount: \$ 58,646.64

Roll No. 37 29 500 000 25000 0000; South Riverview E/S; PIN 01548-0543(LT) Part N1/2 Lot 13 Concession 2 Anderdon as in R364011 lying S of South Riverview Dr. Amherstburg. File 09-18

Minimum Tender Amount: \$ 14,173.38

Roll No. 37 29 500 000 26900 0000; South Riverview E/S; PIN 01547-0102(LT) Part North 1/2 Lot 13 Concession 2 Anderdon as in R364011 NW of South Riverview Blvd. Amherstburg. File 09-19

Minimum Tender Amount: \$ 4,447.78

Roll No. 37 29 590 000 01400 0000; Creek Rd. W/S; PIN 70570-0272(LT) Part Lots 32 - 33 Concession 3 Malden as in R416152 except R371401 & R501053; Amherstburg. File 09-25

Minimum Tender Amount: \$ 4,016.48

Roll No. 37 29 310 000 02500 0000; 52 Sandwich St. N; PIN 01544-1713(LT) Part Lot 18 W/S Sandwich Street Plan 7 Amherstburg Part 1, 12R16337; T/W R1513193; Amherstburg. File 09-28

Minimum Tender Amount: \$ 15,980.92

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to, crown interests or any other matters relating to the lands to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

Note: HST may be payable by successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender visit www.OntarioTaxSales.ca, or if no internet available contact:

Paul Beneteau
Treasurer
The Corporation of the Town of Amherstburg
271 Sandwich St. South
Amherstburg, Ontario N9V 2A5
519-736-5401 Ext.236

(143-P413)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE CITY OF KINGSTON

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on Wednesday, November 17, 2010, at the Tax Office, 1st Floor, City Hall, 216 Ontario Street, Kingston, Ontario.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. in the John Counter Room, at Kingston City Hall, 216 Ontario Street, Kingston.

Description of Lands:

- 1) Roll No. 10.11.040.010.06800.0000, 661 Montreal St., Kingston, PIN 36001-0056(LT), Pt Farm Lt 2 Con West Great Cataraqui River Kingston; Pt Farm Lt 3 Con West Great Cataraqui River Kingston Pt 2 & 3, 13R12434; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 272,679.36
- 2) Roll No. 10.11.040.010.19500.0000, 603 Montreal St., Kingston, PIN 36001-0080(LT), Pt Lt 1 PL C8 Kingston; Pt Farm Lt 2 Con West Great Cataraqui River Kingston As In FR506470 S/T Interest In FR390157; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 294,073.93
- 3) Roll No. 10.11.040.100.01500.0000, 15 Joseph St./546 Montreal St., Kingston, PIN 36053-0014(LT), Lt 205 PL C22 Kingston; Pt Lt 194-195, 206-208 PL C22 Kingston, As In Ck69456 (Firstly) & CK72937 Except Pt 1 13r13057 T/W CK69456, S/T FR261555; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 531,749.01
- 4) Roll No. 10.11.040.100.02400.0000, 576 Montreal St., Kingston, PIN 36053-0011(LT), Lt 150, 173, 200-204 PL C22 Kingston T/W CK69456, S/T FR261555; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 445,550.56
- 5) Roll No. 10.11.040.100.02900.0000, 594-598 Montreal St., Kingston, PIN 36053-0009(LT), Pt Lt 199 PL C22 Kingston Pt 3, 13R6072, T/W FR419235; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 137,094.48
- 6) Roll No. 10.11.040.100.03100.0000 600-602 Montreal St., Kingston, PIN 36053-0008(LT), Pt Lt 199 PL C22 Kingston Pt 2, 13R6072, T/W FR419234 Kingston; County Of Frontenac
Minimum Tender Amount: \$ 72,213.14
- 7) Roll No. 10.11.040.100.03500.0000, Montreal St., Kingston, PIN 36053-0006(LT), Lt 126-127 PL C22 Kingston; Pt Lt 121, 196, 199 PL C22 Kingston As In CK69456 (Thirdly) Except Pt 1-3, 13R-6072, S/T FR261555, FR419233, FR419234, FR419235; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 290,154.70
- 8) Roll No. 10.11.040.100.03800.0000, Not Assigned, (Railway Street) Kingston, PIN 36053-0004(LT), Pt Lt 120-121, 196 PL C22 Kingston As In FR105298 Except FR189302 S/T FR105298; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 83,941.12
- 9) Roll No. 10.11.040.100.04800.0000, 176 Railway St., Kingston, PIN 36055-0040(LT), Pt Lt 82-86 PL C22 Kingston; Pt Duff St PL C22 Kingston As Closed By B1498, As In FR158227 & FR172567, Except FR452426 & FR667168; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 320,543.78
- 10) Roll No. 10.11.040.110.01400.0000, 771 Division St., Kingston, PIN 36056-0041(LT), Pt Farm Lt 4 Con West Great Cataraqui River Kingston As In FR507504; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 358,308.48
- 11) Roll No. 10.11.040.130.07300.0000, Sutherland Dr. N/S, Kingston, PIN 36000-0472(LT), Pt Lt 1, PL 793, As In FR495771; Pt Lt 4, PL 793, As In FR495772, Except Pt 1, 13R7353; Kingston
Minimum Tender Amount: \$ 81,955.08
- 12) Roll No. 10.11.040.130.16800.0000, 1121 Montreal St., Kingston, PIN 36000-0358(LT), Pt Lts 2-3, PL 334, Pt 1, 13R8628; S/T FR108512, FR114171; Kingston
Minimum Tender Amount: \$ 156,822.28
- 13) Roll No. 10.11.040.140.08700.0000, 1100 Montreal St., Kingston, PIN 36058-0212(LT), Pt S1/2 Lt 1 PL 68 Kingston As In FR512397 S/T Interest In FR389268; Kingston; County Of Frontenac
Minimum Tender Amount: \$ 139,097.79

14) Roll No. 10.11.080.220.04100.0000, 3842-3850 Princess St., Kingston, PIN 36265-0046(R), Part Of Lot 7, Concession 3, Western Addition, City Of Kingston (Formerly The Township Of Kingston), County Of Frontenac Previously Described In Instrument Number FR586475
Minimum Tender Amount: \$ 120,504.99

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the City of Kingston and representing at least 20 per cent of the tender amount.

The municipality makes no representation regarding the title to or any other matters, including any environmental concerns, relating to the land to be sold. Any existing Federal or Provincial liens or executions will remain on title and may become the responsibility of the potential purchaser. Responsibility for ascertaining these matters rests with the potential purchasers. The City of Kingston does not provide an opportunity for potential purchasers to view properties nor is it in a position to provide successful purchasers with a key. The municipality has no obligation to provide vacant possession to the successful purchaser.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, penalty and interest, HST if applicable and the relevant land transfer tax.

Copies of the prescribed tender forms are available at the Tax Office, 216 Ontario Street, City Hall, or at www.cityofkingston.ca/taxsales/ Call 613-546-4291 ext. 2468 for additional information regarding this sale.

Ms. Patricia Carrol
 Manager of Taxation & Revenue
 The Corporation of the City of Kingston
 City Hall
 216 Ontario Street
 Kingston, Ontario K7L 4X1

(143-P414)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

Take Notice that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on 25 November 2010 at the Municipal Office, 332 Main Street, Picton, Ontario K0K 2T0.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Municipal Office, 332 Main Street, Picton.

Description of Lands:

Roll No.13 50 328 045 23320 0000; PIN 55020-0080(LT) Part Lot 106 Concession 4 Ameliasburgh as in PE119661; S/T interest in PE119661; Prince Edward. File 09-10

Minimum Tender Amount: \$ 3,856.69

Roll No.13 50 328 050 19600 0000; PIN 55011-0238(LT) Part Lot 87 Concession 4 Ameliasburgh as in PE66530; Prince Edward. File 09-11

Minimum Tender Amount: \$ 4,528.25

Roll No.13 50 511 010 01200 0000; 16044 Loyalist Pky, Bloomfield; PIN 55050-0172(LT) Lot 4, Concession 1 Northwest of West Lake Hallowell, Parts 1, 2, 3 & 4 Plan 47R2871; Prince Edward. File 09-12

Minimum Tender Amount: \$ 26,487.40

Roll No.13 50 511 025 27600 0000; PIN 55058-0077(LT) Lot 18, RCP 28 Hallowell; Prince Edward. File 09-15

Minimum Tender Amount: \$6,976.58

Roll No.13 50 511 035 16300 0000; PIN 55048-0117(LT) Lot 20 RCP 30 Hallowell; Prince Edward. File 09-16

Minimum Tender Amount: \$ 3,890.18

Roll No.13 50 511 035 24500 0000; PIN 55036-0183(LT) Part Lot 67, Concession 2 Produced West of Green Point Hallowell, as in PE157655 except the easement therein; Prince Edward. File 09-17

Minimum Tender Amount: \$ 4,140.43

Roll No.13 50 511 035 24600 0000; PIN 55036-0228(LT) Part Lot 68, Concession 2 Produced West of Green Point Hallowell as in PE163516; Prince Edward. File 09-18

Minimum Tender Amount: \$ 4,626.66

Roll No.13 50 511 035 25800 0000; PIN 55036-0178(LT) Part Lot 67 Concession 2 Produced West of Green Point Hallowell as in PE156152; Prince Edward. File 09-19

Minimum Tender Amount: \$ 3,874.95

Roll No. 13 50 622 010 07100 0000; PIN 55011-0149(LT) Part Lot 106 Concession 4; Part Lot 202 Plan 3 Consecon; Hillier; as in PE60145 except Part 3 47R1029 T/W PE60145; Prince Edward. File 09-20

Minimum Tender Amount: \$ 3,704.35

Roll No. 13 50 701 020 04650 0000; PIN 55096-0299(LT) Lot 50 RCP 8 N Marysburgh; Prince Edward. File 09-24

Minimum Tender Amount: \$ 9,780.22

Roll No. 13 50 918 020 08501 0000; PIN 55047-0098(LT) Part Lot 48 Concession 3 N/W of Carrying Place & S/W of Green Point Sophiasburgh as in SB8932; Prince Edward. File 09-31

Minimum Tender Amount: \$ 3,767.38

Roll No. 13 50 918 020 16850 0000; PIN 55047-0128(LT) Part Lot 51 Concession 3 N/W of Carrying Place & S/W of Green Point Sophiasburgh as in SB9801; Description may not be acceptable in future as in SB9801; Prince Edward. File 09-32

Minimum Tender Amount: \$ 6,669.10

Roll No. 13 50 918 020 18100 0000; PIN 55048-0095(LT) Part Lot 55 Concession 2 W of Green Point Sophiasburgh as in PE112184; Prince Edward. File 09-33

Minimum Tender Amount: \$ 3,733.34

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

Note: HST may be payable by successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

RoseMary Bédard
 Tax Collector
 The Corporation of the County of Prince Edward
 332 Main Street
 Picton, Ontario K0K 2T0
 613-476-2148 Ext. 243
www.pecounty.on.ca

(143-P415)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE CITY OF PETERBOROUGH

Christine Heersink, Tax Collector
 The Corporation of the City of Peterborough
 500 George Street North
 Peterborough, Ontario K9H 3R9
 tax@peterborough.ca

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received before 3:00 p.m. local time Wednesday, December 1st, 2010 at the City Treasurer's Office, Corporate Services, City Hall, 1st Floor, 500 George Street North, Peterborough, Ontario, K9H 3R9.

(143-P416)

The tenders will then be opened in public on the same day in the General Committee Room, City Hall, 500 George Street North, 2nd Floor, Peterborough, Ontario K9H 3R9 at 3:15 p.m.

Description of Lands:TS-10-01

PIN #28452-0052(LT)

Pt Lot 31, Concession 12 as in S10689 S/T S10689: Otonabee-S Monaghan
 City of Peterborough, County of Peterborough

0.03 AC, 57.00 FR 22.00D

Roll No: 15.14.070.005.19403.0000

Municipal Address: 2010 MacFarlane Avenue 2010 Current Value
 Assessment – Residential 34,000

Remnant parcel of land – not developable

Minimum Tender Amount: \$ 8,384.32TS-10-02

PIN #28140-0134 (LT)

Pt Blk B Plan 175 Peterborough as in R77409

City of Peterborough, County of Peterborough

0.02AC, 31.77 FR

Roll No: 15.14.040.110.07600.0000

Municipal Address: 38 Edgewater Boulevard

2010 Current Value Assessment – Residential 8,250

Remnant parcel of land – not developable

Minimum Tender Amount: \$ 4,192.18TS-10-03

PIN #28082-0114 (LT)

Lot 31 Plan 36

City of Peterborough, County of Peterborough

0.25 AC, 48.84FR 220.82D

Roll No: 15.14.030.120.16600.0000

Municipal Address: 577 Sherbrooke Street

2010 Current Value Assessment – Residential 172,000

Minimum Tender Amount: \$ 20,550.64

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax and Harmonized sales tax where applicable.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

http://www.peterborough.ca/Living/Property_Tax/Tax_Sales.htm

**Publications under Part III (Regulations) of the Legislation Act, 2006
Règlements publiés en application de la partie III (Règlements)
de la Loi de 2006 sur la législation**

2010—10—30

ONTARIO REGULATION 388/10

made under the

EDUCATION ACT

Made: October 6, 2010

Filed: October 12, 2010

Published on e-Laws: October 14, 2010

Printed in *The Ontario Gazette*: October 30, 2010

Amending O. Reg. 20/10

(Fees for Non-Permanent Residents — Exemptions)

Note: Ontario Regulation 20/10 has not previously been amended.

1. Subparagraph 2 ii of section 1 of Ontario Regulation 20/10 is amended by adding “or in the 2010-2011 school year” at the end.
2. This Regulation comes into force on the day it is filed.

RÈGLEMENT DE L'ONTARIO 388/10

pris en application de la

LOI SUR L'ÉDUCATION

pris le 6 octobre 2010

déposé le 12 octobre 2010

publié sur le site Lois-en-ligne le 14 octobre 2010

imprimé dans la *Gazette de l'Ontario* le 30 octobre 2010

modifiant le Règl. de l'Ont. 20/10

(Droits exigés des résidents non permanents — Dispenses)

Remarque : Le Règlement de l'Ontario 20/10 n'a pas été modifié antérieurement.

1. La sous-disposition 2 ii de l'article 1 du Règlement de l'Ontario 20/10 est modifiée par insertion de «ou 2010-2011» à la fin de la sous-disposition.

2. Le présent règlement entre en vigueur le jour de son dépôt.

Made by:
Pris par :

La ministre de l'Éducation,

LEONA DOMBROWSKY
Minister of Education

Date made: October 6, 2010.
Pris le : 6 octobre 2010.

44/10

ONTARIO REGULATION 389/10
made under the
ENERGY CONSUMER PROTECTION ACT, 2010

Made: September 29, 2010
Filed: October 13, 2010
Published on e-Laws: October 15, 2010
Printed in *The Ontario Gazette*: October 30, 2010

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**PART I
CONSUMER PROTECTION**

APPLICATION AND INTERPRETATION

Application

1. (1) This Part applies for the purposes of Part II of the Act.
- (2) Sections 16 to 20 apply with respect to contracts entered into before or after those sections come into force.

Definitions

2. In this Part,

“account holder” means, in relation to particular premises, the person in whose name an account has been established with an energy distributor for the provision of electricity or gas to the premises and,

- (a) to whom invoices relating to the provision of the electricity or gas are issued by the energy distributor, whether on its own behalf or on behalf of a supplier, or
- (b) in whose name invoices would be issued by the energy distributor in respect of the provision of electricity or gas if invoices were not issued by a supplier;

“account holder’s agent” means,

- (a) the spouse of the account holder, within the meaning of section 29 of the *Family Law Act*, if the spouse is co-habiting with the account holder, unless the account holder has notified the supplier that the account holder has withdrawn the authority of the spouse to act on behalf of the account holder, or
- (b) a person who, at the time of taking any action with respect to a contract on behalf of the account holder, is authorized to do so by the account holder or at law;

“additional energy charges” means all categories of amounts payable by a consumer with respect to the supply or delivery of electricity or gas, other than,

- (a) the category or categories of amounts payable as part of the contract price,

- (b) interest,
- (c) penalties, and
- (d) any charges and fees referred to in clause 22 (1) (a) of the Act;

“contract price” means all amounts payable by a consumer under a contract with respect to the supply or delivery of electricity or gas to the consumer, other than interest, penalties and any charges and fees referred to in clause 22 (1) (a) of the Act;

“disclosure statement” means a disclosure statement required under this Part;

“energy distributor” means a distributor or gas distributor;

“unconscionable action” means an action by a supplier in connection with a contract if the supplier taking the action knows or ought to know,

- (a) that, in the case of a representation made to the consumer, the consumer is not reasonably able to protect his or her interests because he or she does not understand the representation or its implications by reason of a physical or mental disability, ignorance, illiteracy, an inability to understand the language in which the representation is made or another disadvantage, or
- (b) that the consumer is being subjected to undue pressure to enter into a contract with the supplier.

Interpretation

3. (1) For the purposes of this Part,

- (a) an act or omission by an employee or agent of a supplier is deemed to be the act or omission of the supplier; and
- (b) in determining if a statement is false or misleading, there may be taken into consideration any omission that makes the statement sufficiently incomplete as to result in the statement being false or misleading with respect to a material fact.

(2) In this Part,

- (a) a reference to an order made by the Board is a reference to an order made by the Board under the *Ontario Energy Board Act, 1998*;
- (b) a reference to a code issued by the Board is a reference to a code issued by the Board under section 70.1 of that Act; and
- (c) a reference to a rule made by the Board is a reference to a rule made by the Board under section 44 of that Act.

Amounts prescribed for purposes of definition of “consumer”

4. For the purposes of the definition of “consumer” in section 2 of the Act,

- (a) the prescribed amount of electricity for the purpose of clause (a) of the definition is 150,000 kilowatt hours; and
- (b) the prescribed amount of gas for the purpose of clause (b) of the definition is 50,000 cubic metres.

UNFAIR PRACTICES

Unfair practice

5. Each of the following acts or omissions of a supplier is prescribed as an unfair practice with respect to a consumer:

1. Knowingly making a false or misleading statement to the consumer, either directly or by way of an advertisement or other publicly released statement, including, but not limited to, a false or misleading statement relating to one or more of the following:
 - i. The provisions of a contract.
 - ii. The quality or another characteristic of electricity or gas provided or to be provided by the supplier or another supplier.
 - iii. The status of the supplier or another supplier or the relationship between the supplier and another person or between another supplier and another person.
 - iv. A benefit to be received by the consumer that arises from the status of the supplier or the relationship between the supplier and another person.
 - v. The amount of, or the method of calculating,
 - A. the contract price or any component of the contract price, if the contract price is made up of more than one component, or
 - B. any of the additional energy charges.

- vi. The fact that any of the additional energy charges are payable by the consumer in addition to the contract price.
 - vii. Differences in contract prices or additional energy charges by different suppliers or energy distributors.
 - viii. A price or financial advantage from entering into a contract with the supplier or a cost saving or the amount of a cost saving if the consumer purchases electricity or gas from the supplier instead of another supplier or an energy distributor.
 - ix. The period of time during which a contract for the provision of electricity or gas at a specified contract price may be entered into or any period of time to which a specified contract price applies.
 - x. The consequences if the consumer does not enter into, verify, agree to amend, renew or extend the term of a contract.
 - xi. The consumer's rights under any Act or regulation.
2. Taking an unconscionable action with respect to the consumer.
 3. Failing to disclose information about the products, services or business of the supplier if the failure misleads or can reasonably be expected to mislead the consumer in a way that influences his or her decision to enter into, verify, agree to amend, renew, extend the term of or cancel a contract with the supplier.
 4. When making a statement to the consumer about the contract price, whether directly or by way of an advertisement or other publicly released statement, failing to make clear that additional energy charges would be payable by the consumer if he or she enters into the contract.
 5. When making a statement to the consumer about the contract price in relation to the price charged by an energy distributor or another supplier, whether the statement is made directly or by way of an advertisement or other publicly released statement,
 - i. failing to make clear that the additional energy charges are not included in the contract price and would be payable by the consumer if he or she enters into the contract, or
 - ii. failing to make clear that those additional energy charges are included in the price charged by the energy distributor.
 6. If a person acting on behalf of a supplier calls on a consumer in person, the failure by that person,
 - i. to prominently display a valid identification badge in accordance with the conditions of the supplier's licence, the regulations made under the *Ontario Energy Board Act, 1998* and any code, order or rule issued or made by the Board,
 - ii. to offer to the consumer a business card that complies with the conditions of the supplier's licence, the regulations made under the *Ontario Energy Board Act, 1998* and any code, order or rule issued or made by the Board, or
 - iii. to give to the consumer, at the consumer's request, a text-based copy of any document that is presented to but not signed by the consumer.
 7. If a person acting on behalf of the supplier enters into a contract in person with the consumer, the failure by that person to give the consumer,
 - i. a text-based copy of the contract, including the disclosure statement, before the consumer enters into the contract, irrespective of whether the consumer requests a copy, or
 - ii. a text-based copy of the signed contract, including the disclosure statement, immediately after the consumer has entered into the contract, irrespective of whether the consumer requests a copy.
 8. Entering into, verifying, amending, renewing, extending the term of or cancelling a contract with anyone other than a person who, at that time, is or will be the account holder or the account holder's agent in respect of the residence or premises to which the contract applies.
 9. Entering into a contract with the consumer if the contract does not satisfy the requirements prescribed under this Part.
 10. Taking any action intended to verify, amend, renew or extend the term of a contract, with or without the consent of the consumer, except in accordance with the Act, the regulations and any applicable code, order or rule issued or made by the Board.
 11. Structuring the contract price or the billing or payment arrangements for a contract in such a manner that a reasonable person could be misled with respect to,
 - i. the cost of the contract, or

- ii. the cost of the contract over any period during the term of the contract or, if the contract is renewed or extended, during any period in the term of the renewed or extended contract.
- 12. Directing an energy distributor to provide electricity or gas to the consumer under a contract if the contract is required to be but has not been verified.
- 13. Failing to comply with the requirements relating to disclosure obligations or disclosure statements in the Act and the regulations and under any code, order or rule issued or made by the Board.
- 14. Failing to comply with any applicable code, order or rule issued or made by the Board, including but not limited to the Fair Marketing Practices set out in the Electricity Retailer Code of Conduct or the Code of Conduct for Gas Marketers issued by the Board.

CONTRACTS

With whom a supplier may enter into a contract

6. For the purposes of subsection 11 (4) of the Act, a supplier shall not enter into, verify, amend, renew or extend the term of a contract with anyone other than a person who is,

- (a) the account holder; or
- (b) the account holder's agent at the time the action is taken.

Contract requirements

7. (1) A contract must contain the following, be clearly legible and, except for the information to be added at the time the contract is entered into, must be in a typeface having a font size of at least 12:

- 1. The name, business address and telephone number of the supplier and any fax number, website address, e-mail address and toll-free telephone number for the supplier.
- 2. The number of the supplier's licence issued under the *Ontario Energy Board Act, 1998*.
- 3. If the contract is entered into with the consumer in person, the name of the person who negotiated and signed the contract on behalf of the supplier.
- 4. In printed letters, the consumer's name, the address to which the electricity or gas is to be provided and, if it is different, the account holder's name and mailing address.
- 5. The date on which the contract is entered into, the length of time during which electricity or gas is to be provided pursuant to the contract, the date that the provision of electricity or gas is intended to start under the contract and a description of any circumstances that may prevent the provision of electricity or gas from starting on that date.
- 6. The contract price for the electricity or gas, or the method of calculating it, and, if any additional energy charges are payable by the consumer for the supply or delivery of the electricity or gas, a statement describing the categories of the additional energy charges and indicating to whom they are payable.
- 7. The terms of payment for the electricity or gas, including the terms relating to any deposit, late payment or other charges, interest or penalties that may be payable under the contract.
- 8. A statement that the consumer has the right under the Act to cancel the contract without cost or penalty up to 10 days after the consumer acknowledges receipt or is deemed to acknowledge receipt of a text-based copy of the contract.
- 9. A statement that if the consumer cancels the contract within that 10-day period, the consumer is entitled to a full refund of all amounts paid under the contract.
- 10. In the case of a contract for the provision of electricity, a statement that the consumer may cancel the contract without cost or penalty up to 30 days after receiving the first bill under the contract.
- 11. A statement that nothing in the contract negates or varies the consumer's rights to cancel the contract under and in accordance with the Act and this Part.
- 12. A statement that if the consumer permanently moves out of the premises to which the electricity or gas is provided under the contract, the consumer may, without cost or penalty, cancel the contract.
- 13. A description of any other circumstances in which the consumer or the supplier is entitled to cancel the contract with or without notice or cost or penalty, the length of any notice period, the manner in which notice can be given and the amount of any cost or penalty.
- 14. Information about whether the contract may be assigned by either the supplier or the consumer and any provisions relating to the assignment.

15. If the contract is for the provision of electricity and provides for the assignment of any rebate to which the consumer is entitled to another person, a statement informing the consumer that he or she will not receive the rebate.
16. A description of how the consumer may contact the supplier to make a complaint, request information or renew, extend the term of or cancel the contract.
17. Except as otherwise provided in section 9, the signature and printed name of the consumer, or the account holder's agent signing the contract on behalf of the consumer, and of the person signing the contract on behalf of the supplier, at the bottom of the contract and before the acknowledgment described in paragraph 18.
18. Except as otherwise provided in section 9, following the signatures referred to in paragraph 17, an acknowledgment to be signed and dated by the consumer or account holder's agent that he or she has received a text-based copy of the contract.

(2) For the purposes of subsection 12 (3) of the Act, a contract must not contain any provision or be accompanied by any document,

- (a) that purports to negate or vary any of the consumer's rights under any Act or regulation or under any code, order or rule issued or made by the Board;
- (b) that falsely represents that the supplier is relieved from the requirement to comply with any provision of any Act or regulation or any code, order or rule issued or made by the Board.

(3) A provision of a contract or document that is prohibited under subsection (2) is void and, in the case of a contract, is severable from the contract and shall not be evidence of circumstances showing an intent that a deemed or implied warranty or condition does not apply.

(4) If a contract is in a language other than English, the contract is deemed to be void if it does not comply with the requirements of the Act, this Part or any applicable code, order or rule issued or made by the Board by reason that the wording is inaccurate, incomplete, unclear or capable of more than one meaning.

Disclosure statement

8. (1) A contract for the provision of electricity or gas must be accompanied by a disclosure statement,
 - (a) that contains such information as is required by any code, order or rule issued or made by the Board;
 - (b) that is provided in such language or languages as may be required or permitted by that code, order or rule;
 - (c) that is presented in the form or manner and under the circumstances, if any, required by that code, order or rule; and
 - (d) that requires the signature of the consumer, or the account holder's agent who signs the contract on behalf of the consumer, to acknowledge receipt of the disclosure statement.
- (2) A renewal or extension form provided as required under section 15 must be accompanied by a disclosure statement,
 - (a) that contains such information as is required by a code, order or rule issued or made by the Board;
 - (b) that is provided in such language or languages as may be required or permitted by that code, order or rule;
 - (c) that is presented in the form or manner and under the circumstances, if any, required by that code, order or rule; and
 - (d) that requires the signature of the consumer, or the account holder's agent who renews or extends the contract on behalf of the consumer, to acknowledge receipt of the disclosure statement.
- (3) A disclosure statement required under subsection (1) or (2) must be accompanied by a price comparison,
 - (a) that contains such information as may be required by a code, order or rule issued or made by the Board;
 - (b) that is provided in such language or languages as may be required by a code, order or rule issued or made by the Board;
 - (c) that is presented in the form or manner and under the circumstances, if any, as may be required by a code, order or rule issued or made by the Board; and
 - (d) that requires the signature of the consumer, or the account holder's agent who renews or extends the contract on behalf of the consumer, to acknowledge receipt of the disclosure statement.

Contracts entered into over the internet

9. If a contract is entered into over the internet, the supplier shall ensure,
 - (a) that its internet website is secure;
 - (b) that its internet server will cancel the consumer's session on the website in a reasonable period of time if the consumer does not continue the session;

- (c) that the web page includes statements with boxes to be checked off by the consumer in order to proceed with the transaction,
 - (i) that remind the consumer that entering and leaving his or her personal information on a public computer is not recommended,
 - (ii) that confirm that the consumer understands that the supplier does not represent an energy distributor, the Board or the Government of Ontario, and
 - (iii) that confirm that the consumer is the account holder with respect to any contract entered into through the website or is the account holder's agent for the purposes of entering into the contract;
- (d) that the website provides the terms and conditions of available contracts, the disclosure statement applicable to each form of contract and a link to the Board's website, without requiring the consumer to commence a transaction;
- (e) that, as part of the transaction, the consumer is requested to review the applicable disclosure statement and price comparison and indicate that he or she has read and understood it by checking a box;
- (f) that the consumer has the option to download or print each form of available contract and disclosure statement without any obligation to enter into a contract;
- (g) that the signature page of the contract contains the electronic signature of a director or officer of the supplier and the date the contract was entered into over the internet;
- (h) that below the signature contemplated in clause (g), two boxes are displayed with a request that the consumer check only one, to either,
 - (i) expressly accept the provisions of the contract offer, or
 - (ii) expressly decline the contract offer and terminate the transaction without completing it; and
- (i) that, if the reader checked the box to accept the terms and conditions of the contract offer, the consumer is required to provide his or her e-mail address in order to complete the transaction.

Receipt of contract and acknowledgement of receipt

- 10.** (1) If a consumer enters into a contract in person with someone acting on behalf of the supplier,
- (a) the person shall give to the consumer a text-based copy of the contract at the time the contract is entered into; and
 - (b) the consumer is deemed to acknowledge receipt of a text-based copy of the contract if and when the consumer signs the acknowledgement at the end of the contract.
- (2) If a consumer enters into a contract over the internet,
- (a) the supplier shall, immediately after the contract is entered into, deliver a text-based copy of the contract, disclosure statement and price comparison to the e-mail address provided by the consumer; and
 - (b) the consumer is deemed to acknowledge receipt of the text-based copy of the contract, disclosure statement and price comparison if and when the contract, disclosure statement and price comparison are electronically sent by e-mail to the address provided by the consumer.
- (3) If a consumer enters into a contract by mail, the consumer,
- (a) is considered to have received a text-based copy of the contract when he or she receives and signs and dates the contract; and
 - (b) is deemed to acknowledge receipt of the text-based copy of the contract on the day the consumer mails back to the supplier the signed and dated copy of the contract on which the consumer has signed the acknowledgement.

VERIFICATION OF CONTRACTS

Verification

11. A contract may be verified for the purposes of section 15 of the Act only as provided in sections 12 and 13 of this Regulation.

Who may verify a contract

- 12.** A contract may be verified only by an individual who satisfies the following:
- 1. The individual must not receive any remuneration or other compensation or benefit that is determined, directly or indirectly by reference to the number of contracts verified or the percentage of contracts that are verified.
 - 2. The individual must have successfully completed such training for persons who verify contracts as may be required by a code, order or rule issued or made by the Board.

Verification process

- 13.** (1) A person shall verify a contract for the provision of electricity or gas to particular premises,
- (a) only by telephone; and
 - (b) only with the account holder for those premises or a person who is the account holder's agent at that time in respect of the premises.
- (2) The person verifying the contract shall comply with any code, order or rule issued or made by the Board relating to the verification procedure.
- (3) The person verifying the contract shall make a recording of the telephone call and advise the account holder or account holder's agent that the telephone call is being recorded.
- (4) Despite subsection 15 (4) of the Act, a contract may be verified no earlier than the 10th day and no later than the 45th day after the day on which a text-based copy of the contract is delivered or provided to the consumer.
- (5) If, at any time during the verification process, the person who is verifying the contract is advised by the account holder or the account holder's agent of an act or omission that appears to be an unfair practice of the supplier, or has reasonable grounds for believing that the supplier has committed an unfair practice, whether at the time of soliciting, negotiating or entering into the contract or after, the person,
- (a) shall not proceed with the verification process; and
 - (b) shall advise the account holder, or the account holder's agent, and the supplier of the reason for not proceeding.
- (6) If a person who is verifying a contract is advised that the account holder did not receive a text-based copy of the contract or the disclosure statement, the person,
- (a) shall not proceed with the verification process; and
 - (b) shall advise the account holder, or the account holder's agent, and the supplier of the reason for not proceeding.
- (7) An account holder or the account holder's agent may, by any means that indicates to the supplier the intention not to proceed with the contract, give notice to the supplier not to have the contract verified.
- (8) A notice given under subsection (7), other than by personal service or by a telephone call to the supplier, is deemed to have been given when sent by the account holder or the account holder's agent.

VOID CONTRACTS

When a contract is void

- 14.** (1) For the purposes of clause 16 (1) (f) of the Act, a contract is deemed to be void if,
- (a) the supplier fails to notify the appropriate energy distributor within 10 days after receiving a notice of cancellation from the consumer cancelling the contract with the supplier; or
 - (b) the contract is entered into on or after January 1, 2011 and, at the time the contract is entered into, the supplier is not in compliance with the conditions of its licence set out in sections 3 and 4 of Ontario Regulation 90/99 (Licence Requirements — Electricity Retailers and Gas Marketers) made under the *Ontario Energy Board Act, 1998*.
- (2) For the purpose of subsection 16 (3) of the Act, the prescribed period in which the supplier must refund to the consumer the money paid by the consumer under the contract is 60 days after the day the contract is deemed to be void.

CONTRACT RENEWALS, EXTENSIONS AND AMENDMENTS

Conditions for renewals and extensions of contracts

- 15.** (1) A contract may be renewed or the term of the contract may be extended only if,
- (a) the contract permits the renewal or permits the term of the contract to be extended as proposed by the supplier;
 - (b) the supplier sends to the consumer, not more than 120 days and not less than 60 days before the current term of the contract expires,
 - (i) a text-based copy of the proposed renewed or extended contract,
 - (ii) two copies of a text-based disclosure statement and price comparison that complies with section 8, and
 - (iii) two copies of a text-based renewal or extension form that complies with subsection (2);
 - (c) the requirements of the Act, this Part and any applicable code, order or rule issued or made by the Board are satisfied;
 - (d) the contract is renewed or the term of the contract is extended without any changes other than,
 - (i) the change to the termination date,

- (ii) any change in the contract price or method of calculating the contract price, and
 - (iii) any changes necessary for the purposes of compliance with the Act, the regulations and any applicable code, order or rule issued or made by the Board;
- (e) the contract price and method of calculating the contract price, after any change referred to in subclause (d) (ii) will apply throughout the term of the renewed contract or extended term of the contract; and
- (f) the contract as renewed or extended is in compliance with the Act, this Part and any applicable code, order or rule issued or made by the Board.
- (2) For the purposes of subclause (1) (b) (iii), a renewal or extension form must be in a clearly legible typeface having a font size of at least 12 and satisfy the following requirements:
1. It must clearly indicate that the supplier is offering to renew the contract or extend the term of the contract and must clearly describe any change to the contract that the supplier is proposing to make under each renewal or extension option offered by the supplier.
 2. If section 16 applies to the renewal or extension of the term of the contract, it must clearly describe the changes to the contract required by that section and identify the provisions of the Act and this Part that will apply as if the cancellation were under section 19 of the Act.
 3. It must contain a clearly indicated place for the consumer to sign if the consumer does not wish to renew or extend the contract.
 4. Whether or not the supplier is offering the consumer the option of an automatic renewal or extension permitted under section 17, the renewal or extension form must clearly indicate that the contract will be renewed or the term of the contract extended if,
 - i. the consumer,
 - A. clearly marks on the form the renewal or extension option he or she has chosen,
 - B. acknowledges having read and understood the disclosure statement and price comparison applicable to the renewal or extension option he or she has chosen by signing the appropriate acknowledgements on the disclosure statement and price comparison,
 - C. signs one copy of the form to indicate that he or she agrees with the terms of the renewal or extension option he or she has chosen, and
 - D. returns the signed copies of the form, disclosure statement and price comparison to the supplier, or
 - ii. the consumer renews or extends the term of the contract by telephone in accordance with subsection (4).
 5. If the supplier is offering the consumer the option of an automatic renewal or extension under section 17 of a contract for the provision of gas, the renewal or extension form must clearly state,
 - i. that the contract will be automatically renewed or the term of the contract will be automatically extended if the consumer does not,
 - A. take the action described in subparagraph 4 i or ii, or
 - B. advise the supplier in writing or by telephone that he or she does not wish to renew or extend the term of the contract, and
 - ii. the contract price that will apply if the contract is automatically renewed or extended.
 6. It must contain the consumer's name, in printed letters, where he or she is to sign at the end of the acknowledgement referred to in subparagraph 4 i and at the end of the form.
 7. It must contain the toll-free telephone number, if any, for the supplier.
- (3) Except in the case of an automatic renewal or extension under section 17 of a contract for the provision of gas, a contract is renewed or its term extended only if the consumer takes the action described in subparagraph 4 i or ii of subsection (2).
- (4) A contract may be renewed or extended by telephone only if,
- (a) the consumer advises the supplier by telephone that he or she,
 - (i) has received the renewal or extension form, the disclosure statement and the price comparison, and
 - (ii) indicates which renewal or extension option the consumer accepts;
 - (b) the supplier records the telephone call with the consumer; and

- (c) the supplier complies with any applicable code, order or rule issued or made by the Board relating to the renewal or extension and the telephone call is conducted by the supplier in accordance with any applicable code, order or rule of the Board.
- (5) For the purposes of this section,
 - (a) if a consumer has indicated to the supplier that he or she wishes to communicate with the supplier by e-mail, the supplier may electronically send the material described in clause (1) (b) to the consumer at the most recent e-mail address provided by the consumer; and
 - (b) a consumer may take the action described in subparagraph 4 i of subsection (2) to renew or extend the term of a contract or to indicate he or she does not wish to renew or extend the contract,
 - (i) by taking the equivalent action through the supplier's website, if the supplier posts the material described in clause (1) (b) and the renewal or extension form on its website, or
 - (ii) by using e-mail to return the signed renewal or extension form to the supplier or to advise the supplier that he or she does not wish to renew or extend the contract.

Renewal, transitional

16. (1) If a contract was entered into before the day this section comes into force, it shall not be renewed or extended unless the supplier amends the contract to give to the consumer the right to cancel the contract at any time during the renewed or extended term of the contract,

- (a) without cost or penalty, if the supplier engages in an unfair practice with respect to the consumer;
- (b) without cost or penalty if the supplier does something described in clause 21 (a);
- (c) without cost or penalty if the consumer does something described in clause 21 (c);
- (d) without cost or penalty if the contract was automatically renewed under section 17;
- (e) without any reason if the consumer gives the supplier 10 days notice.

(2) Section 19 does not apply to an amendment described in subsection (1).

(3) An amendment described in subsection (1) does not require the consent of the consumer.

(4) If, after the renewal or extension of the term, a consumer cancels the contract pursuant to a provision of the contract that provides a right of cancellation described in subsection (1), the following rules apply:

1. Sections 21 and 22, subsections 23 (1) and (3) and sections 24, 25 and 26 of the Act and sections 21, 22, 23 and 24, subsections 25 (1) and (3) and section 26 of this Regulation apply.
2. In the application of the provisions of the Act and this Regulation referred to in paragraph 1,
 - i. references to subsections 19 (1) and (2) and 23 (2) of the Act are not applicable,
 - ii. references to subsection 19 (3) of the Act are read as references to a contractual right to cancel the contract described in clause (1) (a),
 - iii. references to subsection 19 (4) of the Act are read as references to a contractual right to cancel the contract described in clause (1) (b), (c) or (d), and
 - iv. references to subsection 19 (5) of the Act are read as references to a contractual right to cancel the contract described in clause (1) (e).

Automatic renewal or extension of gas contracts

17. (1) Despite section 15, a supplier may automatically renew or extend the term of a contract for the provision of gas for a period of up to one year if,

- (a) the contract expressly authorizes the automatic renewal or extension of the term of the contract for that period in default of the consumer,
 - (i) otherwise renewing or extending the term of the contract under section 15, or
 - (ii) notifying the supplier that he or she does not wish to renew or extend the term of the contract;
- (b) the contract has not previously been automatically renewed or extended;
- (c) the contract price of the automatically renewed or extended contract does not exceed the contract price in the contract immediately before the renewal or extension; and
- (d) the consumer does not take the action described in subclause (a) (i) or (ii) after receiving the material required to be sent to the consumer by the supplier in accordance with clause 15 (1) (b).

(2) Either the supplier or the consumer may, at any time after the contract is automatically renewed or extended, cancel the contract, without any cost or penalty for cancelling, by giving to the other notice in writing or, if not prohibited under the contract, by telephone.

(3) All telephone calls between the supplier and the consumer referred to in this section must be recorded by the supplier.

Retraction of renewal or extension

18. (1) A consumer may, without cost or penalty, retract his or her agreement to renew or extend the term of a contract by giving notice of the retraction to the supplier in writing or by telephone not more than 14 days after notifying the supplier of his or her agreement to the renewal or extension.

(2) If the consumer gives a notice under subsection (1) by telephone,

(a) the supplier shall ensure the telephone call is recorded; and

(b) promptly send written confirmation of the retraction to the account holder.

Contract amendments

19. (1) A supplier may request an amendment to a contract by telephone or by sending a text-based copy of the proposed amendment to the consumer.

(2) The amendment takes effect only if the consumer consents to the amendment by telephone or in writing, not less than 60 days before the amendment is effective.

(3) If a consumer consents to an amendment under subsection (2), the supplier shall, no later than 10 days after the consumer gives his or her consent,

(a) provide the consumer with a clearly legible text-based copy, having a font size of at least 12, of the amendment which states, on its first page, that the consumer may, without cost or penalty, retract his or her consent to the amendment within 20 days after the text-based copy of the amendment is provided to the consumer, by giving notice of his or her retraction to the supplier in writing or by telephone; and

(b) confirm with the consumer the name, business address and any toll-free telephone number, fax number, website address and e-mail address of the supplier.

(4) If a contract is amended, the consumer may, without any reason, retract his or her consent to the amendment not more than 20 days after the text-based copy of the amendment is sent to the consumer.

(5) A consumer may give notice to retract his or her consent to the amendment of the contract by any means that indicates his or her intention, including by telephone.

(6) All telephone calls between the supplier and the consumer relating to the amendment, consent to the amendment and any retraction of the consumer's consent must be recorded by the supplier.

New contract not prevented

20. Nothing in section 14, 15, 16, 17, 18 or 19 prevents a new contract from being entered into.

CONTRACT CANCELLATION

Cancellation

21. For the purposes of subsection 19 (4) of the Act, a consumer may cancel a contract without cost or penalty if,

(a) the supplier is required under this Part to make a voice recording of a telephone discussion with the consumer and fails to provide a copy of that recording to the consumer within 10 days after the consumer requests a copy;

(b) the contract is amended, renewed or extended on or after January 1, 2011 and, at the time of the amendment, renewal or extension, the supplier is not in compliance with the conditions of its licence set out in sections 3 and 4 of Ontario Regulation 90/99 (Licence Requirements — Electricity Retailers and Gas Marketers) made under the *Ontario Energy Board Act, 1998*;

(c) the consumer permanently moves from the premises to which the electricity or gas is provided under the contract.

(d) in the case of a contract for the provision of electricity, the consumer cancels the contract not more than 30 days after receiving the first bill under the contract;

(e) the contract was entered into for a term that begins before the expiry of the term of a pre-existing contract, but only if notice of the cancellation is provided before the end of the term of the pre-existing contract; or

(f) the cancellation is under section 17.

Notice of cancellation

22. (1) For the purposes of subsection 19 (5) of the Act, the prescribed period of notice of cancellation is 10 days.

(2) Despite subsection 21 (2) of the Act, notice of cancellation may be provided by telephone if not expressly prohibited by the contract.

(3) A notice of cancellation is deemed to be given to the supplier on the date of,

- (a) receipt by the supplier of a telephone call from the consumer cancelling the contract;
- (b) an electronic date stamp for an e-mail from the consumer cancelling the contract; or
- (c) the postmark on a letter received from the consumer cancelling the contract.

(4) If the consumer cancels the contract by telephone, the supplier shall,

- (a) record the telephone call; and
- (b) promptly send written confirmation of the cancellation to the consumer.

Cancellation fees

23. (1) For the purposes of subsection 22 (2) of the Act and subject to subsection (2), a consumer who cancels a contract under subsection 19 (5) of the Act is liable for the following fee and is not liable for any other charges or fees relating to the cancellation:

- 1. A fee of not more than \$50 for each year, or part year, remaining on the contract if the contract is for the provision of electricity.
- 2. A fee of not more than \$100 for each year, or part year, remaining on the contract, if the contract is for the provision of gas.

(2) Despite paragraphs 1 and 2 of subsection (1), the fee payable by a high volume consumer who cancels a contract under subsection 19 (5) of the Act is,

- (a) for every month or part month remaining in the term of the contract, if the contract is for the provision of electricity, \$0.015 multiplied by the quotient calculated by dividing the consumer's consumption of electricity in kilowatt hours during the 12-month period immediately before the cancellation by 12; or
- (b) for every month or part month remaining in the term of the contract, if the contract is for the provision of gas, \$0.05 multiplied by the quotient calculated by dividing the consumer's consumption of gas in cubic meters during the 12-month period immediately before the cancellation by 12.

(3) For the purposes of clauses (2) (a) and (b), the supplier may use a reasonable estimate of what the consumer's consumption would have been for the 12-month period if the supplier does not have the necessary information about the consumer's consumption to calculate the fee under subsection (2) and has been unable to obtain it after reasonable efforts.

(4) In subsection (2),

“high volume consumer” means a consumer,

- (a) whose contract is for the provision of electricity or gas to property occupied for the primary purpose of carrying on a business, or
- (b) whose consumption under the contract for the 12-month period before the cancellation,
 - (i) is more than 15,000 kilowatt hours, if the contract is for the provision of electricity, or
 - (ii) is more than 3,500 cubic metres, if the contract is for the provision of gas.

Cancellation, when effective

24. For the purposes of subsection 21 (5) of the Act, the cancellation of a contract takes effect,

- (a) if no electricity or gas, as applicable, has been provided under the contract and no notice of cancellation is given under subsection 19 (5) of the Act or under a contractual right described in clause 16 (1) (e) of this Regulation, on the day the notice of cancellation is given by the consumer to the supplier;
- (b) if a notice of cancellation is given under subsection 19 (5) of the Act or under a contractual right described in clause 16 (1) (e) of this Regulation, on the later of,
 - (i) the end of the notice period, and
 - (ii) the day electricity or gas ceases to be provided under the contract; or
- (c) in any other case, on the day electricity or gas ceases to be provided under the contract.

Refunds

25. (1) For the purposes of subsections 23 (1) and (2) of the Act, the prescribed time period for paying a refund to the consumer is 60 days after the day the cancellation of the contract takes effect.

(2) For the purposes of subsection 23 (2) of the Act, the prescribed amount of the refund is the total of all amounts, if any, paid by the consumer under the contract.

(3) For the purposes of section 24 of the Act, a supplier shall pay the refund, if any, to the consumer not more than 15 days after the effective date of the cancellation under subsection 19 (2), (4) or (5) of the Act.

Meter reading

26. For the purposes of subsection 25 (1) of the Act, the distributor shall read the consumer's electricity meter,

- (a) within 45 days after the notice of cancellation is given to the supplier; or
- (b) within such longer period of time as approved by the Board if it is not reasonably possible for the distributor to read the meter within the 45-day period.

GENERAL

Exemptions

27. (1) The following persons and entities are exempt from Part II of the Act:

- 1. Broader public-sector procurement agents in respect of contracts they enter into with suppliers or broader public-sector account holders for the provision of gas and electricity.
- 2. A gas distributor who is not required to hold a gas marketer's licence under subsection 48 (1) of the *Ontario Energy Board Act, 1998*.

(2) In paragraph 1 of subsection (1),

“broader public sector” means health service providers, school boards, colleges, universities, municipalities, community and social service providers and Crown agencies, boards, commissions and authorities that provide public services under the laws of Ontario or under a ministry transfer payment program;

“broader public-sector procurement agent” means, with respect to a member of the broader public sector, an entity that is controlled or owned by the member and one or more other members and that procures electricity or gas on behalf of one or more of them.

Telephone calls

28. (1) If a supplier is required under this Part to make a recording of a telephone call to or by a consumer, the supplier shall provide a copy of the recording to the consumer not more than 10 days after the consumer requests the copy.

(2) Subsection (1) does not apply if the consumer requests the copy after the later of,

- (a) the day that is three years after the day of the telephone call; and
- (b) the day that is one year after the effective date of cancellation, termination or expiry of the last contract or last renewed or extended contract between the consumer and the supplier.

Transitional, written copy of contract

29. (1) This section applies with respect a contract signed by a consumer on or after November 22, 2010 and before January 1, 2011.

(2) If a written copy of the contract is not delivered to the consumer within 40 days after the consumer signs the contract, the contract ceases to have effect and the consumer has no further obligations under the contract as of the 41st day after the day the consumer signed the contract.

Transitional, reaffirmation of contract, etc.

30. (1) This section applies with respect to a contract signed by a consumer on or after November 22, 2010 and before January 1, 2011 other than,

- (a) a contract negotiated and entered into as a result of a consumer contacting a supplier, unless the contact occurred within 30 days after the supplier contacted the consumer;
- (b) a contract entered into by a consumer's response to a direct mail solicitation from a supplier; and
- (c) an internet agreement within the meaning of Part IV of the *Consumer Protection Act, 2002*.

(2) For the purpose of clause (1) (a), a supplier is deemed not to have contacted a consumer if the only contact by the supplier is through the dissemination of an advertisement that is seen or heard by the consumer.

(3) If a written copy of the contract has been delivered to the consumer in accordance with subsection 88.9 (1) of the *Ontario Energy Board Act, 1998*, as it read on December 31, 2010, within 40 days after the consumer signs the contract, the contract ceases to have effect unless it is reaffirmed by the consumer in accordance with this section no earlier than the 10th

day after the written copy of the contract is delivered to the consumer and no later than the 60th day following the day on which the written copy of the contract is delivered to the consumer.

(4) The consumer may give notice to not reaffirm the contract no later than the 60th day following the day on which the written copy of the contract is delivered to the consumer.

(5) Despite subsection (4), if the consumer has reaffirmed a contract in accordance this section, he or she may not give notice to not reaffirm the contract.

(6) A consumer may reaffirm a contract or give notice to not reaffirm a contract by giving written notice to the supplier or by any means that indicates an intention of the consumer to reaffirm the contract or to not reaffirm the contract, as the case may be.

(7) If written notice is given under subsection (6) other than by personal service, it is deemed to have been given when sent.

(8) Despite the *Electronic Commerce Act, 2000*, notice under subsection (6) may not be given by telephone unless a voice recording of the telephone notice is made and, on request, is given to the consumer.

(9) The contract ceases to have effect and the consumer has no further obligations under the contract as of the 61st day following the day on which the written copy of the contract is delivered to the consumer if,

- (a) the consumer does not reaffirm the contract in accordance with this section; or
- (b) the consumer gives notice not to reaffirm the contract in accordance with this section.

(10) No cause of action against the consumer arises as a result of a contract ceasing to have effect under this section.

(11) Within 15 days after a contract ceases to have effect pursuant to this section, the supplier shall refund to the consumer any amount paid under the contract before the day the contract ceased to have effect in respect of electricity or gas that was to be sold on or after that day.

Transitional, information required in contract

31. Subsections 88.10 (1) and (2) and section 88.11 of the *Ontario Energy Board Act, 1998*, as they read on December 31, 2010, and sections 7, 8 and 9 of Ontario Regulation 200/02 (Consumer Protection) made under that Act, as they read on December 31, 2010, continue to apply to contracts entered into before January 1, 2011.

**PART II
SUITE METERING**

DEFINITIONS AND INTERPRETATION

Definitions

32. (1) In this Part,

“board of directors” means the board of directors of a condominium corporation;

“commercial building” means a commercial, industrial or office building to which the *Commercial Tenancies Act* applies;

“commercial landlord” means a landlord as defined in section 1 of the *Commercial Tenancies Act*;

“commercial lease” means a lease as contemplated in the *Commercial Tenancies Act*;

“common elements” means, in respect of a multi-unit complex, all of the multi-unit complex other than,

- (a) condominium units,
- (b) demised premises,
- (c) member units,
- (d) non-member units,
- (e) rental units, and
- (f) residential units;

“condominium building” means a building as defined in subsection 1 (1) of the *Condominium Act, 1998*;

“condominium corporation” means a corporation as defined in subsection 1 (1) of the *Condominium Act, 1998*;

“condominium unit” means a unit as defined in subsection 1 (1) of the *Condominium Act, 1998*;

“demised premises” means premises in a commercial building that are demised premises for the purposes of the *Commercial Tenancies Act*;

“member unit” has the same meaning as in the *Co-operative Corporations Act*;

“non-member unit” has the same meaning as in the *Co-operative Corporations Act*;

“non-profit housing co-operative” has the same meaning as in the *Co-operative Corporations Act*;

“non-profit housing co-operative building” means a property owned or leased by a non-profit housing corporation that includes one or more housing units each of which is a member unit or a non-member unit;

“rental unit” means a rental unit as defined in the *Residential Tenancies Act, 2006*, including a non-member unit, but does not include any class of accommodation contemplated in section 5 of that Act;

“residential complex” means a residential complex as defined in the *Residential Tenancies Act, 2006*, but does not include any class of accommodation contemplated in section 5 of that Act;

“residential landlord” means a landlord as defined in the *Residential Tenancies Act, 2006*;

“residential tenant” means a tenant as defined in the *Residential Tenancies Act, 2006*;

“residential unit” has the same meaning as in the *Residential Tenancies Act, 2006*;

“tenancy agreement” has the same meaning as in the *Residential Tenancies Act, 2006*.

(2) The definitions in section 31 of the Act apply for the purposes of this Part.

Multi-unit complex

33. For the purposes of clause (d) of the definition of “multi-unit complex” in section 31 of the Act, the following are prescribed as a multi-unit complex:

1. A commercial building that contains two or more demised premises.
2. A non-profit housing co-operative building that contains two or more housing units each of which is a member unit or a non-member unit.

Unit

34. For the purposes of clause (d) of the definition of “unit” in section 31 of the Act, each of the following is prescribed as a unit:

- (a) demised premises in a commercial building;
- (b) common elements of a multi-unit complex;
- (c) a member unit; and
- (d) a non-member unit.

Unit smart metering, prescribed activities

35. The following are prescribed activities for the purposes of the definition of “unit smart metering” in section 31 of the Act:

1. Distributing electricity in accordance with a licence issued under clause 57 (a) of the *Ontario Energy Board Act, 1998*.
2. Providing and maintaining unit smart meters in a multi-unit complex, including billing and collecting payment in respect of the electricity consumed in the multi-unit complex and other associated and ancillary activities.
3. Any other activities required to be carried out by a unit smart meter provider under Part III of the Act.

Unit sub-metering, prescribed activities

36. The following are prescribed activities for the purposes of the definition of “unit sub-metering” in section 31 of the Act:

1. Providing and maintaining unit sub-meters in a multi-unit complex, including billing and collecting payment in respect of the electricity consumed in the multi-unit complex and other associated and ancillary activities.
2. Any other activities required to be carried out by a unit sub-meter provider under Part III of the Act.

SUITE METER SPECIFICATIONS

Suite meter specifications

37. (1) For the purposes of the definition of “suite meter specifications” in subsection 32 (2) of the Act, the prescribed suite meter specifications for unit smart meters installed by a unit smart meter provider on and after the day this section comes into force are the criteria and requirements specified in the Functional Specifications, as defined in Ontario Regulation 425/06 (Criteria and Requirements for Meters and Metering Equipment, Systems and Technology) made under the *Electricity Act, 1998*.

(2) For the purposes of the definition of “suite meter specifications” in subsection 32 (2) of the Act, the prescribed suite meter specifications for unit sub-meters installed on and after the day this section comes into force are the criteria and requirements specified in the Functional Specifications, as defined in Ontario Regulation 425/06 (Criteria and Requirements for Meters and Metering Equipment, Systems and Technology) made under the *Electricity Act, 1998*, with the following modifications:

1. A reference in the Functional Specifications to a distributor is deemed to be a reference to a unit sub-meter provider.
2. Unless required by an order or code issued by the Board, unit sub-meter providers are not required to interface or integrate their unit sub-meter systems with the meter data management and data repository operated by the Smart Metering Entity.

(3) The reference in paragraph 2 of subsection (2) to the Smart Metering Entity is a reference to the entity established under Part IV.2 of the *Electricity Act, 1998*.

INSTALLATION AND BILLING

When installation of suite meters permitted

38. (1) Subject to subsection (2), and except as otherwise provided in section 39, for the purpose of subsection 33 (1) of the Act, a suite meter provider may install a suite meter for a unit in a class of units in Column 2 of the following Table at any time during construction or after in the circumstances set out in Column 3 opposite the class of units.

TABLE

Column 1 Item	Column 2 Class of Units	Column 3 Circumstances
1.	Rental unit	The residential landlord, owner or other person in charge of the residential complex in which the rental unit is located has retained the suite meter provider to install suite meters in the residential complex in which the rental unit is located
2.	Common elements of a residential complex	The residential landlord, owner or other person in charge of the residential complex in which the common elements are located has retained the suite meter provider to install suite meters in the residential complex
3.	Condominium unit	With the approval of the condominium corporation’s board of directors, the condominium corporation or other person in charge of the condominium building has retained the suite meter provider to install suite meters in the condominium building.
4.	Common elements of a condominium building	With the approval of the condominium corporation’s board of directors, the condominium corporation or other person in charge of the condominium building has retained the suite meter provider to install suite meters in the condominium building.
5.	Member unit	Unless the articles or by-laws of the non-profit housing co-operative provide otherwise, the non-profit housing co-operative has retained the suite meter provider to install suite meters in the non-profit housing co-operative building.
6.	Common elements of a non-profit housing co-operative building	Unless the articles or by-laws of the non-profit housing co-operative provide otherwise, the non-profit housing co-operative has retained the suite meter provider to install suite meters in the non-profit housing co-operative building.
7.	Demised premises	The commercial landlord, owner or other person in charge of the building in which the demised premises are located has retained the suite meter provider to install suite meters in the building.
8.	Common elements of a commercial building	The commercial landlord, owner or other person in charge of the building in which the common elements are located has retained the suite meter provider to install suite meters in the building.

(2) Despite subsection (1), a suite meter provider shall not install a suite meter for a rental unit that is occupied by a tenant unless the installation is conducted in accordance with clause 137 (2) (b) of the *Residential Tenancies Act, 2006*.

When installation of suite meters is required in new buildings

39. (1) For the purposes of subsection 33 (2) of the Act, the owner or other person in charge of a unit belonging to a class of units described in Column 2 of the following Table shall have a suite meter installed for that unit by a suite meter provider retained by the owner or other person in the circumstances set out in Column 3 opposite the class of units and subject to the conditions set out in Column 4 opposite the class of units.

TABLE

Column 1 Item	Column 2 Class of Units	Column 3 Circumstances	Column 4 Conditions
1.	Rental unit in a residential complex	Before completion of construction of the residential complex in which the rental unit is located.	Installation must take place in the rental unit before the rental unit is occupied.

Column 1	Column 2	Column 3	Column 4
Item	Class of Units	Circumstances	Conditions
2.	Common elements of a residential complex	Before completion of construction of the residential complex.	Installation must take place before any rental unit in the residential complex is occupied.
3.	Condominium unit in a condominium building	Before completion of construction of the condominium building in which the condominium unit is located.	Installation must take place in the condominium unit before the condominium unit is occupied.
4.	Common elements of a condominium building.	Before completion of construction of the condominium building.	Installation must take place before any condominium unit in the condominium building is occupied.
5.	Member unit of a non-profit housing co-operative building	Before completion of construction of the non-profit housing co-operative building.	Installation must take place in the member unit before the member unit is occupied.
6.	Common elements of a non-profit housing co-operative building	Before completion of construction of the non-profit housing co-operative building.	Installation must take place before any member unit in the non-profit housing co-operative building is occupied.

(2) For the purposes of subsection 33 (1) of the Act and despite subsection (1), a suite meter provider retained by the residential landlord or other person in charge of a property may, but is not required to, have a suite meter installed in the following classes of units in the following classes of properties and may do so at the time the property or unit is under construction:

1. A rental unit to be included in a care home as defined in the *Residential Tenancies Act, 2006*.
2. A unit that will be an accommodation contemplated in subsection 6 (1) of the *Residential Tenancies Act, 2006*.

Use of meters for billing purposes in new and existing buildings

40. (1) No person shall bill a consumer based on the consumption or use of electricity by the consumer in respect of a unit as measured by a suite meter except in accordance with the Act, the *Ontario Energy Board Act, 1998*, the *Electricity Act, 1998*, this Part and any applicable code or order issued by the Board.

(2) For the purposes of subsection 34 (2) of the Act and subject to subsection (3), a suite meter provider shall bill a member of a class of consumers described in Column 2 of the following Table based on the consumption or use of electricity in respect of a unit described in Column 3, opposite the class of consumers, as measured by a suite meter, in the circumstances described in Column 4 opposite the class of consumers.

TABLE

Column 1	Column 2	Column 3	Column 4
Item	Class of consumers	Class of units	Circumstances
1.	Occupant	Rental unit	The suite meter was installed in respect of the rental unit in accordance with section 33 of the Act and this Part, and the residential landlord, (a) has terminated its obligation to supply electricity to the rental unit under the tenancy agreement pursuant to subsection 137 (3) of the <i>Residential Tenancies Act, 2006</i> ; or (b) does not have an obligation under the tenancy agreement for the rental unit to supply electricity to the rental unit.
2.	Residential landlord, owner or other person in charge of a residential complex	Common elements of the residential complex	The suite meter was installed in respect of the common elements in the residential complex in accordance with section 33 of the Act and this Part.
3.	Person who is both owner and occupant of a condominium unit	The condominium unit	The suite meter was installed in respect of the condominium unit in accordance with section 33 of the Act and this Part.
4.	Condominium corporation or other person in charge of the condominium building	Common elements of the condominium building	The suite meter was installed in respect of the common elements of the condominium building in accordance with section 33 of the Act and this Part.
5.	Occupant	Member unit	The suite meter was installed in respect of the member unit of the non-profit housing co-operative building in accordance with section 33 of the Act and this Part.
6.	Non-profit housing co-operative	Common elements of the non-profit housing co-operative	The suite meter was installed in respect of the common elements of the non-profit housing co-operative building in accordance with section 33 of the Act and this Part.

Column 1	Column 2	Column 3	Column 4
Item	Class of consumers	Class of units	Circumstances
		building	
7.	Occupant	Demised premises	The suite meter was installed in respect of the demised premises in accordance with section 33 of the Act and this Part, and the commercial landlord does not have an obligation under the commercial lease for the demised premises to supply electricity to the demised premises.
8.	Commercial landlord, owner or other person in charge of the commercial building	Common elements of the commercial building	The suite meter was installed in respect of the common elements of the commercial building in accordance with section 33 of the Act and this Part.

(3) A suite meter provider shall not bill an occupant of a rental unit or a member unit based on the consumption or use of electricity by the occupant in respect of the unit, as measured by a suite meter, if,

- (a) the suite meter was installed after the day this section comes into force but is not deemed under subsection 43 (2) to have been installed after the day this section comes into force;
- (b) the unit is heated primarily by electricity; and
- (c) the electricity measured by the suite meter includes the electricity used in heating the unit.

(4) For the purposes of subsection 34 (1) of the Act, a suite meter provider is permitted but not required to bill a residential landlord of a rental unit based on the consumption or use of electricity in respect of the rental unit as measured by a suite meter if,

- (a) the residential landlord has not terminated its obligation to supply electricity to the rental unit under the tenancy agreement pursuant to subsection 137 (3) of the *Residential Tenancies Act, 2006*; or
- (b) the residential landlord has an obligation under the tenancy agreement to supply electricity to the rental unit.

(5) For the purposes of subsection 34 (1) of the Act, a suite meter provider is permitted but not required to bill a non-profit housing co-operative based on the consumption or use of electricity in respect of a member unit as measured by a suite meter if the non-profit housing co-operative has an obligation under its by-laws or other binding resolution or decision of the non-profit housing co-operative's directors or members to supply electricity to the member unit.

INFORMATION AND DISCLOSURE

Information to be provided

41. (1) Within 10 days after receiving a request from a residential landlord for any of the following, or within such other period of time as may be required by a code or order issued by the Board, a suite meter provider who provides suite metering in respect of a rental unit in the landlord's residential complex shall provide the residential landlord with such of the following information as it relates to the rental unit as the landlord requests:

1. Contact information for the suite meter provider.
2. For the most recently completed 12-month period for which the following information is available to the suite meter provider:
 - i. the sum of all amounts charged, including applicable taxes but net of any late payment and one-time set-up charges, on all suite metering invoices for the rental unit for that 12-month period,
 - ii. the total amount of electricity consumed in the rental unit in kilowatt hours during that 12-month period,
 - iii. the sum of all amounts charged in respect of just the commodity price of the electricity on all suite metering invoices for the rental unit for that 12-month period.
3. Information about all fees and charges imposed on the consumer in the rental unit by the suite meter provider.
4. In the case of a unit sub-meter provider, information about the circumstances in which the amount of fees and charges imposed on the consumer in the rental unit by the unit sub-meter provider may increase.
5. In the case of a unit sub-meter provider, information about any planned increases in the amount of fees or charges imposed on the consumer in the rental unit by the unit sub-meter provider.
6. In the case of a unit smart meter provider, a statement that the rates and other charges imposed on the consumer in the rental unit by the unit smart meter provider and any changes to these rates and charges are approved or fixed by the Board.
7. The suite meter provider's security deposit policies applicable to the consumer in the rental unit.

8. The suite meter provider's disconnection policies applicable to the consumer in the rental unit.
- (2) A unit sub-meter provider shall include with its first invoice to a consumer, in a clearly legible typeface having a font size of at least 12,
- (a) detailed information about all applicable fees and charges imposed by the unit sub-meter provider; or
 - (b) information that there are regular recurring fees and charges imposed by the unit sub-meter provider and the address of the website on which detailed information about the fees and charges may be obtained.
- (3) A unit sub-meter provider who provides suite metering in respect of a unit in a multi-unit complex shall, in accordance with subsection (4), notify a consumer,
- (a) about all changes in the fees or charges to be imposed on the consumer in the unit by the unit sub-meter provider and provide information on the amount of the fees and charges before the change and after the change;
 - (b) about all changes in the commodity price and provide information on the commodity price charged before and after the change;
 - (c) about any change in the person who sells electricity to the owner or other person in charge of the multi-unit complex and information on the current person who sells electricity and the new person; and
 - (d) about the date when a change referred to in clause (a), (b) or (c) is scheduled to take effect.
- (4) Information required by subsection (3) to be provided to a consumer must be printed in a clearly legible typeface having a font size of at least 12 and included on the front page of, or as a separate insert with, the first invoice issued to the consumer following the earlier of,
- (a) the announcement of the change; and
 - (b) the day that the change takes effect.
- (5) A suite meter provider who provides suite metering in respect of a multi-unit complex shall provide such other information in such form and manner to consumers or such other persons as may be required in an order or code issued by the Board.
- (6) In this section,

“commodity price” means the commodity price for electricity referred to in section 2 of Ontario Regulation 275/04 (Information on Invoices to Low-Volume Consumers of Electricity) made under the *Ontario Energy Board Act, 1998*.

TRANSITION

Residential complexes and condominium buildings

42. (1) Subsection 39 (1) applies to a residential complex or condominium building for which a permit under section 8 of the *Building Code Act, 1992* was issued on or after January 1, 2011 for the original installation or erection of the residential complex or condominium building.

(2) Without limiting the generality of subsection (1), if a residential complex or condominium corporation is substantially extended, materially altered or repaired to the extent that it is considered to be newly erected or installed, the extension, material alteration or repair is considered to be an original installation or erection for the purposes of subsection (1).

Smart meters and smart sub-meters

- 43.** (1) In this section,
- “excluded unit sub-meter” means a smart sub-metering system, equipment and technology and any associated equipment, system and technology installed before the day this section comes into force, other than a specified unit sub-meter;
- “licensed distributor” means a distributor licensed under Part V of the *Ontario Energy Board Act, 1998* as required under clause 57 (a) of that Act;
- “specified unit smart meter” includes any smart meter system equipment and technology and any associated equipment, system, and technology installed in a multi-unit complex by a licensed distributor,
- (a) before November 3, 2005,
 - (b) pursuant to section 53.16 of the *Electricity Act, 1998*,
 - (c) pursuant to section 53.17 of the *Electricity Act, 1998*, as that section read on December 31, 2010, or
 - (d) pursuant to a regulation made under clause 53.21 (1) (q) of the *Electricity Act, 1998* authorizing activities as discretionary metering activities for the purposes of section 53.18 of that Act;
- “specified unit sub-meter” includes a smart sub-metering system, equipment and technology and any associated equipment, system and technology installed in a multi-unit complex,

- (a) before November 3, 2005,
- (b) pursuant to section 53.17 of the *Electricity Act, 1998*, as that section read on December 31, 2010,
- (c) pursuant to a regulation made under clause 53.21 (1) (q) of the *Electricity Act, 1998* authorizing activities as discretionary metering activities for the purposes of section 53.18 of that Act, or
- (d) in accordance with a code or order issued by the Board.

(2) Every specified unit smart meter, specified unit sub-meter and excluded unit sub-meter installed before the day this section comes into force is deemed for the purposes of Part III of the Act to be a suite meter installed in accordance with section 33 of the Act and this Part.

(3) Every specified unit smart meter and specified unit sub-meter may be used to bill a consumer under subsection 34 (1) of the Act if, at the time this section comes into force, the meter was being used to bill a consumer in accordance with,

- (a) the *Electricity Act, 1998* or the *Residential Tenancies Act, 2006*; or
- (b) an order or code issued by the Board.

(4) Every excluded unit sub-meter installed before the day this section comes into force may be used to bill a member of a class of consumers described in Column 2 of the Table set out in subsection 40 (2), based on the consumption or use of electricity in respect of a unit described in Column 3 opposite the class of consumers, as measured by a suite meter, in the circumstances described in Column 4 opposite the class of consumers.

PART III COMMENCEMENT

Commencement

44. This Regulation comes into force on the later of January 1, 2011 and the day it is filed.

44/10

ONTARIO REGULATION 390/10

made under the

ONTARIO ENERGY BOARD ACT, 1998

Made: September 29, 2010
Filed: October 13, 2010
Published on e-Laws: October 15, 2010
Printed in *The Ontario Gazette*: October 30, 2010

Amending O. Reg. 90/99
(Electricity Retailers — Licence Requirements)

Note: Ontario Regulation 90/99 has not previously been amended.

1. The title to Ontario Regulation 90/99 is revoked and the following substituted:

LICENCE REQUIREMENTS — ELECTRICITY RETAILERS AND GAS MARKETERS

2. (1) Section 1 of the Regulation is amended by adding the following definitions:

“contract” means an agreement between a low-volume consumer and an electricity retailer for the provision of electricity or between a low-volume consumer and a gas marketer for the provision of gas;

“electricity retailer” means a person who,

- (a) sells or offers to sell electricity to a low-volume consumer,
- (b) acts as the agent or broker for a seller of electricity to a low-volume consumer, or
- (c) acts or offers to act as the agent or broker of a low-volume consumer in the purchase of electricity;

“gas marketer” means a person who,

- (a) sells or offers to sell gas to a low-volume consumer,
- (b) acts as the agent or broker for a seller of gas to a low-volume consumer, or
- (c) acts or offers to act as the agent or broker of a low-volume consumer in the purchase of gas;

“low-volume consumer” means,

- (a) in respect of electricity, a person who is a low-volume consumer of electricity under section 56 of the Act, or
- (b) in respect of gas, a person who is a low-volume consumer of gas under section 47 of the Act.

(2) The definition of “residential or small business consumer” in section 1 of the Regulation is revoked.

(3) Section 1 of the Regulation is amended by adding the following subsection:

(2) In this Regulation, a reference to meeting in person with a low-volume consumer includes soliciting, negotiating, entering into, amending, renewing or extending the term of a contract in person with a low-volume consumer.

3. (1) Subsection 2 (1) of the Regulation is amended by striking out the portion before paragraph 1 and substituting the following:

(1) An applicant for the issuance or renewal of a licence that allows for the retailing of electricity or the marketing of gas to low-volume consumers must meet all of the following requirements:

(2) Paragraph 4 of subsection 2 (1) of the Regulation is amended by striking out “or the rules made under Part III of the Act” at the end and substituting “or the codes, orders or rules issued or made by the Board”.

4. The Regulation is amended by adding the following sections:

3. For the purposes of clause 88.1 (1) (a) of the Act, a licence issued under Part IV of the Act to a gas marketer or under Part V of the Act to an electricity retailer contains the condition that the licensee not enter into, renew, amend or extend the term of a contract on or after January 1, 2011 until all of the following are satisfied:

- 1. The licensee has filed with the Board a certificate of compliance certifying the licensee’s compliance with the *Energy Consumer Protection Act, 2010*, the regulations made under that Act and any code, order or rule issued or made by the Board relating to the retailing of electricity or the marketing of gas to low-volume consumers.
- 2. The certificate of compliance has been completed in accordance with and contains the information required in a code, order or rule issued or made by the Board.
- 3. The certificate has been signed by such persons or members of such class of persons as required in a code, order or rule issued or made by the Board.
- 4. The licensee has received in writing from the Board an acknowledgement that the Board has received the certificate and that the certificate complies with the requirements of this section.

4. For the purposes of clause 88.1 (1) (a) of the Act, a licence issued under Part IV of the Act to a gas marketer or under Part V of the Act to an electricity retailer contains the condition that the licensee comply with any applicable code, order or rule issued or made by the Board requiring the filing of subsequent certificates of compliance certifying the licensee’s compliance with the *Energy Consumer Protection Act, 2010*, the regulations made under that Act and any code, order or rule issued or made by the Board relating to the retailing of electricity or the marketing of gas to low-volume consumers.

5. For the purposes of clause 88.1 (1) (a) of the Act, a licence issued under Part IV of the Act to a gas marketer or under Part V of the Act to an electricity retailer contains the condition that every person acting on behalf of the licensee shall, at every meeting in person with a low-volume consumer, offer to the low-volume consumer a business card that,

- (a) is clear and legible;
- (b) identifies the licensee;
- (c) identifies the person acting on behalf of the licensee;
- (d) includes the number of the licensee’s licence issued under the Act;
- (e) includes the licensee’s toll-free telephone number, if any; and
- (f) contains such further information and satisfies such other requirements as may be required in a code, order or rule issued or made by the Board.

6. (1) For the purposes of clause 88.1 (1) (a) of the Act, a licence issued under Part IV of the Act to a gas marketer or under Part V of the Act to an electricity retailer contains the condition that the licensee shall issue a photo identification badge that satisfies the requirements set out in subsection (2) to every person who meets in person with a low-volume consumer while acting on behalf of the licensee.

- (2) The photo identification badge must,
- (a) be clear and legible;
 - (b) be issued for a term not exceeding two years;
 - (c) include on its face,
 - (i) the name of the person and his or her title or position,
 - (ii) the name of the licensee,
 - (iii) a photo of the person's face,
 - (iv) an identification number that applies to the person or the badge, and
 - (v) an expiry date that has not passed;
 - (d) if the licensee is a gas marketer, state on its face that the person is an employee of the licensee named on the badge and is not associated with any gas distributor or government;
 - (e) if the licensee is an electricity retailer, state on its face that the person is an employee of the licensee named on the badge and is not associated with any electricity distributor or government; and
 - (f) contain such further information and satisfy such additional requirements as may be required in a code, order or rule issued or made by the Board.

(3) For the purposes of clause 88.1 (1) (a) of the Act, a licence issued under Part IV of the Act to a gas marketer or under Part V of the Act to an electricity retailer contains the condition that every person acting on behalf of the licensee shall, at all times when meeting in person with a low-volume consumer, prominently display an identification badge that satisfies the requirements set out in subsection (2).

7. For the purposes of clause 88.1 (1) (a) of the Act, a licence issued under Part IV of the Act to a gas marketer or under Part V of the Act to an electricity retailer contains the condition that every person acting on behalf of the licensee shall, before meeting in person with a low-volume consumer or verifying a contract under Part II of the *Energy Consumer Protection Act, 2010*, successfully complete such training as may be required,

- (a) by a code issued under section 70.1 of the Act if the licensee is an electricity retailer;
- (b) by rules made by the Board under subsection 44 (1) of the Act if the licensee is a gas marketer;
- (c) by an order of the Board; or
- (d) by the conditions of a licence issued to the licensee by the Board.

5. This Regulation comes into force on the later of January 1, 2011 and the day it is filed.

44/10

ONTARIO REGULATION 391/10
made under the
ONTARIO ENERGY BOARD ACT, 1998

Made: September 29, 2010
Filed: October 13, 2010
Published on e-Laws: October 15, 2010
Printed in *The Ontario Gazette*: October 30, 2010

Amending O. Reg. 443/07
(Licensing Sub-Metering Activities)

Note: Ontario Regulation 443/07 has not previously been amended.

1. Subsection 1 (1) of Ontario Regulation 443/07 is amended by striking out “the *Electricity Act, 1998*, no person shall” and substituting “the *Electricity Act, 1998*, as it read on December 31, 2010, no person shall”.

2. Ontario Regulation 443/07 is revoked.

- 3. (1) Section 1 of this Regulation comes into force on the later of January 1, 2011 and the day it is filed.**
(2) Section 2 of this Regulation comes into force on the later of April 1, 2011 and the day it is filed.

44/10

ONTARIO REGULATION 392/10

made under the

ONTARIO ENERGY BOARD ACT, 1998

Made: September 29, 2010
 Filed: October 13, 2010
 Published on e-Laws: October 15, 2010
 Printed in *The Ontario Gazette*: October 30, 2010

REVOKING VARIOUS REGULATIONS

Note: Ontario Regulation 200/02 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

Note: Ontario Regulation 476/05 has not previously been amended.

1. The following Regulations are revoked:

- 1. Ontario Regulation 200/02.**
- 2. Ontario Regulation 476/05.**

2. This Regulation comes into force on the later of January 1, 2011 and the day it is filed.

44/10

ONTARIO REGULATION 393/10

made under the

ELECTRICITY ACT, 1998

Made: September 29, 2010
 Filed: October 13, 2010
 Published on e-Laws: October 15, 2010
 Printed in *The Ontario Gazette*: October 30, 2010

Revoking O. Reg. 442/07

(Installation of Smart Meters and Smart Sub-Metering Systems in Condominiums)

Note: Ontario Regulation 442/07 has not previously been amended.

1. Ontario Regulation 442/07 is revoked.

2. This Regulation comes into force on the later of January 1, 2011 and the day it is filed.

44/10

ONTARIO REGULATION 394/10
made under the
RESIDENTIAL TENANCIES ACT, 2006

Made: July 13, 2010
Filed: October 13, 2010
Published on e-Laws: October 15, 2010
Printed in *The Ontario Gazette*: October 30, 2010

SUITE METERS AND APPORTIONMENT OF UTILITY COSTS

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INTERPRETATION

Definitions

1. In this Regulation,

“distributor” has the same meaning as in section 3 of the *Ontario Energy Board Act, 1998*.

SUITE METERS

Notice of interruption in supply of electricity — s. 137 (2) (c) of the Act

2. The following rules apply with respect to the notice that a landlord is required by clause 137 (2) (c) of the Act to provide to a tenant in connection with the interruption of the supply of electricity to a rental unit when a suite meter is installed:

1. Written notice must be given at least 24 hours before the supply of electricity is to be interrupted.
2. The notice must specify the date and time between the hours of 8 a.m. and 6 p.m. when the interruption is to occur.
3. The notice must describe the anticipated duration of the interruption.

Notice of termination of obligation to supply electricity — s. 137 (3) (b) of the Act

3. The following rules apply with respect to the notice that a landlord is required by clause 137 (3) (b) of the Act to provide to a tenant in connection with the termination of the landlord's obligation to supply electricity to a rental unit when a meter or a suite meter is installed:

1. Written notice must be given at least 30 days before the landlord's obligation to supply electricity is to be terminated.
2. The notice must specify the date when the obligation is terminated.

Rent reduction re termination of obligation to supply electricity — s. 137 (3) (c) of the Act

4. (1) In this section,

“additional charges and taxes” means, in relation to electricity for a rental unit, the charges payable by the tenant to the distributor or suite meter provider, as the case may be, for delivery of the electricity, for regulatory charges, for debt retirement charges, for billing fees and other administrative charges and for all applicable taxes but excluding any one-time setup fees and any penalties or charges related to late payment;

“electricity consumption cost” means, in relation to a residential complex, the amount charged for the electricity consumed by the residential complex as set out on the invoice for the residential complex from the distributor or suite meter provider, as the case may be, under the heading “Your Electricity Charges” and the subheading “Electricity”.

(2) In subsections (4), (5) and (7),

“electricity consumption cost” means, in relation to a rental unit,

(a) the amount charged for the electricity consumed by the rental unit as set out on the invoice for the rental unit from the distributor or suite meter provider, as the case may be, under the heading “Your Electricity Charges” and the subheading “Electricity”, or

(b) if there is no invoice for the rental unit from the distributor or suite meter provider, the amount charged for the electricity consumed by the rental unit as determined using information obtained from the distributor or suite meter provider.

(3) The following rules apply with respect to the reduction in rent required by clause 137 (3) (c) of the Act in connection with the termination of the landlord's obligation to supply electricity to a rental unit when a meter or a suite meter is installed:

1. The landlord shall reduce the rent on the first day of a rental period which begins no later than the day on which the landlord's obligation to supply electricity is to be terminated.
2. If the landlord's obligation to supply electricity is terminated under subsection 137 (3) of the Act, the minimum amount of the reduction in rent must be determined using the method described in subsection (4) or (6).
3. If the landlord's obligation to supply electricity is terminated under subsection 137 (5) of the Act, the minimum amount of the reduction in rent must be determined using the method described in subsection (7).
4. If the landlord's obligation to supply electricity is terminated under subsection 137 (3) of the Act for more than one rental unit in a residential complex, the minimum amount of the reduction in rent for each of those rental units must be determined using the same method, except as permitted in paragraph 5.
5. If the landlord uses the method described in subsection (6) to determine the minimum amount of the reduction in rent for one or more of the rental units in a residential complex, the landlord is permitted to change methods in a subsequent case and use the method described in subsection (4) for another rental unit in that residential complex. However, once the landlord has chosen to use the method described in subsection (4) for any of the rental units in a residential complex, the landlord must use that method in all subsequent cases for the other rental units in that residential complex.
6. If the landlord fails to comply with paragraph 4 or 5, the minimum amount of the reduction in rent for the rental unit in the residential complex must be determined by the method that results in the greatest reduction for the tenant.

Rent reduction based upon past consumption by a rental unit

(4) The minimum amount of the reduction in rent for a rental unit for a rental period may be calculated using the formula,

$$(A + B) / C$$

in which,

“A” is,

- (a) the electricity consumption cost for the rental unit for the most recent 12-month period for which information is available preceding the date on which the information described in subsection 5 (3) is provided to the tenant, or
- (b) the adjusted electricity consumption cost determined under clause (5) (a) for the rental unit for that 12-month period, if the rental unit was vacant for one or more months during that period,

“B” is the total of the additional charges and taxes for the rental unit for the following 12-month period, as estimated with reference to,

- (a) the electricity actually consumed by the rental unit for the 12-month period described in “A”, or
- (b) the electricity notionally consumed by the rental unit for the 12-month period described in “A”, as determined under clause (5) (b), if the rental unit was vacant for one or more months during that period, and

“C” is the number of rental periods in a 12-month period.

(5) If the rental unit is vacant for one or more months during the 12-month period described in the definition of “A” in subsection (4),

- (a) the adjusted electricity consumption cost to be used in the definition of “A” is the amount calculated using the formula,

$$(D / F) \times 12$$

in which,

“D” is the electricity consumption cost for the rental unit for the portion of the 12-month period during which the rental unit was occupied, and

“F” is the number of full months for which the rental unit was occupied during the 12-month period; and

- (b) the electricity notionally consumed by the rental unit for the 12-month period described in the definition of “A” in subsection (4) is the amount calculated using the formula,

$$(E / F) \times 12$$

in which,

“E” is the electricity consumed by the rental unit for the portion of the 12-month period during which the rental unit was occupied, and

“F” is the number of full months for which the rental unit was occupied during the 12-month period.

Rent reduction based upon estimated past consumption by a rental unit

(6) The minimum amount of the reduction in rent for a rental unit for a rental period may be calculated in accordance with the following rules:

1. Calculate the annual electricity consumption cost for all rental units in the residential complex, using the formula,

$$G - H$$

in which,

“G” is the electricity consumption cost for the residential complex for the most recent 12-month period for which information is available preceding the date on which the information described in subsection 5 (3) is provided to the tenant, and

“H” is the electricity consumption cost for the same 12-month period for the portion of the residential complex other than the rental units, as estimated by an individual who holds a licence under the *Professional Engineers Act*.

2. Calculate the annual amount of electricity consumed by all rental units in the residential complex, using the formula,

$$J - K$$

in which,

“J” is the electricity consumed by the residential complex for the most recent 12-month period for which information is available preceding the date on which the information described in subsection 5 (3) is provided to the tenant, and

“K” is the electricity consumed for the same 12-month period for the portion of the residential complex other than the rental units, as estimated by an individual who holds a licence under the *Professional Engineers Act*.

3. Calculate the estimated annual electricity consumption cost for the rental unit, using the formula,

$$(L \times N) / P$$

in which,

“L” is the amount of the annual electricity consumption cost for all rental units in the residential complex as calculated under paragraph 1,

“N” is the area of the rental unit, expressed in square feet, and

“P” is the total area of all rental units in the residential complex, expressed in square feet.

4. Calculate the estimated annual amount of electricity consumed by the rental unit, using the formula,

$$(M \times N) / P$$

in which,

“M” is the annual amount of electricity consumed by all rental units in the residential complex as calculated under paragraph 2,

“N” is the area of the rental unit, expressed in square feet, and

“P” is the total area of all rental units in the residential complex, expressed in square feet.

5. Calculate the estimated cost of supplying electricity to the rental unit for a rental period, using the formula,

$$(Q + R) / S$$

in which,

“Q” is the estimated annual electricity consumption cost for the rental unit as calculated under paragraph 3,

“R” is the total of the additional charges and taxes for the rental unit for the following 12-month period, as estimated with reference to the estimated annual amount of electricity consumed by the rental unit as calculated under paragraph 4, and

“S” is the number of rental periods in a 12-month period.

6. The amount calculated under paragraph 5 is the amount of the rent reduction for the rental unit for a rental period.

Rent reduction for a rental unit with electrical heating

(7) If the landlord's obligation to supply electricity to a rental unit is terminated under subsection 137 (5) of the Act, the minimum amount of the reduction in rent for the rental unit for a rental period is calculated using the formula,

$$(T + U) / V$$

in which,

“T” is,

- (a) the electricity consumption cost for the rental unit for the most recent 12-month period for which information is available preceding the date on which the information described in subsection 5 (3) is provided to the tenant, excluding the portion that is attributable to the consumption of electricity for heat, or
- (b) the adjusted electricity consumption cost determined under clause (8) (a) for the rental unit for that 12-month period, excluding the portion that is attributable to the consumption of electricity for heat, if the rental unit was vacant for one or more months during that period,

“U” is the total of the additional charges and taxes for the rental unit for the following 12-month period, as estimated with reference to,

- (a) the electricity consumed by the rental unit for the 12-month period described in “T”, excluding the electricity consumed for heat, or
- (b) the electricity notionally consumed by the rental unit for the 12-month period described in “T”, as determined under clause (8) (b), excluding the electricity consumed for heat, if the rental unit was vacant for one or more months during that period, and

“V” is the number of rental periods in a 12-month period.

(8) If the rental unit is vacant for one or more months during the 12-month period described in the definition of “T” in subsection (7),

- (a) the adjusted electricity consumption cost to be used in the definition of “T” is the amount calculated using the formula,

$$(W/Y) \times 12$$

in which,

“W” is the electricity consumption cost for the rental unit for the portion of the 12-month period during which the rental unit was occupied, excluding the portion that is attributable to the consumption of electricity for heat, and

“Y” is the number of full months for which the rental unit was occupied during the 12-month period; and

- (b) the electricity notionally consumed by the rental unit for the 12-month period described in the definition of “U” in subsection (7) is the amount calculated using the formula,

$$(X/Y) \times 12$$

in which,

“X” is the electricity consumed by the rental unit for the portion of the 12-month period during which the rental unit was occupied, excluding the electricity consumed for heat, and

“Y” is the number of full months for which the rental unit was occupied during the 12-month period.

Information for tenants — s. 137 (4) of the Act

5. (1) The information described in this section is the information that a landlord is required by subsection 137 (4) of the Act to provide to a tenant before obtaining the tenant’s written consent to the termination of the landlord’s obligation to supply electricity to a rental unit.

(2) The tenant must be given a statement in writing that the tenant is not required to consent to the termination of the landlord’s obligation to supply electricity to the rental unit.

(3) The tenant must be given information in writing about the amount of the rent reduction for the rental unit and how the reduction is calculated.

(4) The tenant must be given the following information in writing concerning the distributor or suite meter provider supplying the electricity to the rental unit:

1. Contact information for the distributor or suite meter provider.
2. A statement that the distributor or suite meter provider may require a security deposit from the tenant.
3. Information about the distributor’s or suite meter provider’s security deposit policy, if a security deposit may be required.
4. A statement describing the types of any fees to be imposed on the tenant by the distributor or suite meter provider, and setting out the amount of the fees or, if the amount is not known, a description of how the fees are calculated.
5. A statement indicating the circumstances in which the fees charged by the distributor or suite meter provider may increase.
6. Information about the amount of any planned increases in the fees charged by the distributor or suite meter provider.
7. A statement that the distributor or suite meter provider may shut off the electricity supply to the rental unit if an amount payable by the tenant is overdue.

(5) Upon request, the tenant must be given a copy of the agreement, if any, between the landlord and the distributor or suite meter provider.

(6) The tenant must be given contact information in writing for the Ontario Energy Board and a written statement indicating that the tenant can contact the Ontario Energy Board about any dispute with the distributor or suite meter provider.

(7) If the landlord provides a refrigerator for the rental unit, the tenant must be given, in writing, the best information that is available to the landlord about the date of manufacture of the refrigerator and any available information about the energy efficiency of the refrigerator.

Termination of obligation where primary heat source is electricity — s. 137 (5) of the Act

6. Where the primary source of heat in a rental unit is generated by means of electricity, the following are the circumstances and conditions referred to in subsection 137 (5) of the Act under which a landlord is permitted to terminate an obligation to supply electricity to the unit, but the landlord is permitted to do so only if both of the circumstances and conditions exist:

1. The electricity supply for the provision of heat in the rental unit is not connected to the meter or suite meter that measures the electricity supplied to the unit for other uses.
2. The landlord does not terminate the obligation to supply electric heat.

Tenant’s request to adjust the rent reduction — s. 137 (6) of the Act

7. For the purposes of subsection 137 (6) of the Act, there are no prescribed circumstances in which a tenant may request that the landlord adjust the rent reduction provided under subsection 137 (3) of the Act and provide a rebate.

Information for prospective tenants — s. 137 (7) of the Act

8. (1) The landlord’s duty under subsection 137 (7) of the Act to provide information to a prospective tenant does not apply if, under the proposed tenancy agreement, the landlord agrees to assume the obligation to supply electricity to the rental unit and to pay any associated costs.

(2) For the purposes of paragraph 1 of subsection 137 (7) of the Act, the prescribed period in respect of which the landlord is required to provide information to the prospective tenant concerning electricity consumption in the rental unit is the lesser of,

- (a) the 12-month period before they enter into the proposed tenancy agreement; or
- (b) the period during which the suite meter has been installed in the rental unit.

(3) For the purposes of paragraph 3 of subsection 137 (7) of the Act, the following is the other prescribed information that the landlord is required to provide to the prospective tenant:

- 1. If the landlord provides a refrigerator for the rental unit, the prospective tenant must be given the best information that is available to the landlord about the date of manufacture of the refrigerator and any available information about the energy efficiency of the refrigerator.

Other circumstances where information required — s. 137 (8) of the Act

9. A landlord has the duty to provide the information required by subsection 137 (8) of the Act if a meter is installed in respect of a rental unit and the landlord will not be assuming the obligation to supply electricity to the rental unit and to pay any associated costs.

Electricity conservation and efficiency duties of landlord — s. 137 (9) of the Act

10. (1) The rules set out in this section apply with respect to the landlord's duties under subsection 137 (9) of the Act respecting electricity conservation and efficiency.

(2) If the landlord provides a refrigerator for a rental unit, the refrigerator must be one that is manufactured on or after January 1, 1994.

(3) If the landlord replaces a refrigerator in a rental unit, the replacement refrigerator must be one that is manufactured on or after December 31, 2002.

(4) If, on October 13, 2010, the tenant is being billed by the distributor or suite meter provider for electricity use in a rental unit, the rule set out in subsection (2) does not apply with respect to the rental unit until two years after the date on which subsection 137 (9) of the Act comes into force.

Electricity conservation and efficiency duties in other prescribed circumstances — s. 137 (10) of the Act

11. A landlord has the duty to comply with the electricity conservation and efficiency obligations required by subsection 137 (10) of the Act in the following circumstances:

- 1. In any circumstance in which the landlord is not obligated to supply electricity to the rental unit, other than as a result of the termination under section 137 of the Act of the landlord's obligation.

Tenant's application for order re breach of landlord's obligations — s. 137 (11) of the Act

12. The following are the circumstances in which a tenant or former tenant of a rental unit may apply under subsection 137 (11) of the Act for an order determining whether the landlord has breached an obligation under section 137 of the Act:

- 1. An application concerning a breach of subsection 137 (2), (3), (4), (5), (7) or (8) of the Act must be made within one year after the alleged breach first occurred.
- 2. There are no restrictions on the circumstances in which an application concerning a breach of subsection 137 (9) or (10) of the Act may be made.

APPORTIONMENT OF UTILITY COSTS

Calculation of the tenant's portion of utility cost — s. 138 (1) of the Act

13. (1) The following rules apply if, under subsection 138 (1) of the Act, a landlord of a building containing not more than six rental units who supplies a utility to each of the rental units in the building charges the tenant a portion of the cost of the utility:

- 1. Subject to paragraph 2, the portion of the cost to be charged to the tenant for a billing period must be determined in accordance with a method described in subsection (2) or (3).
- 2. If the cost is being apportioned among tenants in more than one rental unit, the portion of the cost apportioned to each of those rental units must be determined using the same method.
- 3. The rules set out in paragraphs 1 and 2 do not apply with respect to a particular utility if, immediately before the date on which subsection 138 (1) of the Act comes into force, the landlord was charging any tenant in the building a portion of the cost of that utility.

(2) The cost of the utility may be apportioned to a rental unit by dividing the total cost of the utility for all of the residential units in the building and the related common areas for each billing period by the number of residential units in the building.

(3) The cost of the utility may be apportioned to a rental unit by dividing the total cost of the utility for all of the residential units in the building and the related common areas for each billing period by the total square footage of all residential units in the building, and multiplying the resulting amount by the square footage of the applicable tenant's rental unit.

(4) For the purposes of subsections (2) and (3), the total cost of the utility does not include any penalties or charges related to late payment.

Notice of apportionment of utility cost — s. 138 (1) (a) of the Act

14. (1) The following rules apply with respect to the notice that a landlord is required by clause 138 (1) (a) of the Act to provide to a tenant of a rental unit if the tenant is to be charged a portion of the cost of a utility:

1. Written notice must be given to the tenant at least 30 days before the landlord begins to charge the tenant a portion of the cost of the utility.
2. The notice must state the amount of the rent reduction for the rental unit and the effective date of the reduction.
3. The notice must describe the method by which the tenant's portion of the cost of the utility is being determined and must describe how the rent reduction is calculated.

(2) Subsection (1) does not apply if, immediately before the date on which subsection 138 (1) of the Act comes into force, the landlord was charging the tenant a portion of the cost of the utility.

Rent reduction re apportionment of utility cost — s. 138 (1) (b) of the Act

15. (1) The following rules apply with respect to the reduction in rent required by clause 138 (1) (b) of the Act if a tenant of a rental unit is to be charged a portion of the cost of a utility:

1. The landlord shall reduce the rent for the rental unit on the first day of the rental period which begins no later than the first day in respect of which the tenant is to be charged a portion of the cost of the utility.
2. The minimum amount of the reduction in rent must be determined in accordance with a method described in subsection (2) or (3).
3. The rules set out in paragraphs 1 and 2 do not apply with respect to a particular utility if, immediately before the date on which subsection 138 (1) of the Act comes into force, the landlord was charging any tenant in the building a portion of the cost of that utility.

(2) If the portion of the utility cost to be charged to a tenant is based on the number of residential units in the building, the minimum amount of the reduction in rent for the tenant's rental unit for a rental period is calculated using the formula,

$$(A / B) / C$$

in which,

“A” is the total cost of the utility for all of the residential units in the building and the related common areas for the most recent 12-month period for which information is available preceding the date on which the notice required by clause 138 (1) (a) of the Act is given, excluding any penalties or charges related to late payment,

“B” is the number of residential units in the building, and

“C” is the number of rental periods in a 12-month period.

(3) If the portion of the utility cost to be charged to a tenant is based on the square footage of the tenant's rental unit, the amount of the reduction in rent for the tenant's rental unit for a rental period is calculated in accordance with the following rules:

1. Allocate to the tenant's rental unit a portion of the annual utility cost for the building using the formula,

$$(A \times D) / E$$

in which,

“A” has the same meaning as in subsection (2),

“D” is the square footage of the tenant's rental unit, and

“E” is the total square footage of all residential units in the building.

2. Calculate the portion of the annual utility cost that is to be allocated to the rental unit for each rental period, using the formula,

$$F / C$$

in which,

“F” is the amount calculated under paragraph 1, and

“C” has the same meaning as in subsection (2).

3. The amount calculated under paragraph 2 is the amount of the rent reduction for the rental unit for a rental period.

Information for prospective tenants — s. 138 (4) of the Act

16. (1) The information described in this section is the information that a landlord is required by subsection 138 (4) of the Act to provide to a prospective tenant if the landlord charges tenants a portion of the cost of a utility.

(2) Paragraph 2 of subsection 138 (4) of the Act requires the landlord to give the prospective tenant information about the total cost of the utility for the building for the 12 most recent months for which the information is available to the landlord.

Utility conservation and efficiency obligations of landlord — s. 138 (5) of the Act

17. (1) The rules set out in this section apply with respect to the landlord’s duties under subsection 138 (5) of the Act respecting utility conservation and efficiency obligations.

(2) If the landlord charges any tenant in a building a portion of the cost of electricity, all refrigerators provided by the landlord for any of the rental units in the building must be manufactured on or after January 1, 1994.

(3) If the landlord charges any tenant in a building a portion of the cost of electricity, all replacement refrigerators provided by the landlord for any of the rental units in the building must be manufactured on or after December 31, 2002.

(4) If, on October 13, 2010, the landlord is charging any tenant in a building a portion of the cost of electricity, the rule set out in subsection (2) does not apply with respect to any rental unit in the building until two years after the date on which subsection 138 (5) of the Act comes into force.

Tenant’s application for order re breach of landlord’s obligations — s. 138 (6) of the Act

18. The following are the circumstances in which a tenant or former tenant of a rental unit may apply under subsection 138 (6) of the Act for an order determining whether the landlord has breached an obligation under section 138 of the Act:

1. An application concerning a breach of subsection 138 (1) or (4) of the Act must be made within one year after the alleged breach first occurred.
2. There are no restrictions on the circumstances in which an application concerning a breach of subsection 138 (5) of the Act may be made.

EXEMPTIONS

Exemptions from obligation to reduce rent

19. (1) Clauses 137 (3) (c) and 138 (1) (b) of the Act do not apply with respect to any of the following rental units:

1. A rental unit located in a residential complex owned, operated or administered by or on behalf of the Ontario Mortgage and Housing Corporation, the Government of Canada or an agency of either of them, unless the tenant occupying the rental unit pays rent to a landlord other than the Ontario Mortgage and Housing Corporation, the Government of Canada or an agency of either of them.
2. A rental unit in a residential complex described in paragraph 1 whose ownership, operation or management is transferred under the *Social Housing Reform Act, 2000* to a service manager or local housing corporation as defined in that Act, unless the tenant occupying the rental unit pays rent to a landlord other than a service manager or local housing corporation as defined in that Act or an agency of either of them.
3. A rental unit located in a non-profit housing project or other residential complex, if the non-profit housing project or other residential complex was developed or acquired under a federal, provincial or municipal program that is prescribed for the purposes of paragraph 3 of subsection 7 (1) of the Act and continues to operate under,
 - i. Part VI of the *Social Housing Reform Act, 2000*,
 - ii. an operating agreement, as defined in the *Social Housing Reform Act, 2000*, or
 - iii. an agreement made between a housing provider, as defined in the *Social Housing Reform Act, 2000*, and one or more of,
 - A. a municipality,
 - B. an agency of a municipality,
 - C. a non-profit corporation controlled by a municipality, if an object of the non-profit corporation is the provision of housing,
 - D. a local housing corporation, as defined in the *Social Housing Reform Act, 2000*, or
 - E. a service manager, as defined in the *Social Housing Reform Act, 2000*.

4. A rental unit that is a non-member unit of a non-profit housing co-operative.
5. A rental unit for which the tenant pays rent in an amount geared-to-income due to public funding.
6. A rental unit that was developed or acquired, and that continues to operate, under the Rural and Native Rental Housing Program established under the *National Housing Act* (Canada).
7. A rental unit that was developed or acquired under any of the following initiatives, if all of the circumstances set out in subsection (2) exist:
 - i. Canada-Ontario Affordable Housing Program — Rental and Supportive Housing.
 - ii. Canada-Ontario Affordable Housing Program — Northern Housing.
 - iii. Residential Rehabilitation Assistance Program.
 - iv. Supporting Communities Partnership Initiative.
 - v. Municipal capital facility by-laws for housing or other council-approved municipal housing programs.

(2) The following are the circumstances that must exist in connection with a rental unit described in paragraph 7 of subsection (1) in order for the exemption from clauses 137 (3) (c) and 138 (1) (b) of the Act to apply for the unit:

1. The rental unit is subject to an agreement related to the provision of housing services between the landlord and one or more of,
 - i. a municipality,
 - ii. an agency of a municipality,
 - iii. a non-profit corporation controlled by a municipality, if an object of the non-profit corporation is the provision of housing,
 - iv. a local housing corporation, as defined in the *Social Housing Reform Act, 2000*, or
 - v. a service manager as defined in the *Social Housing Reform Act, 2000*.
2. The rental unit is identified as a subsidized unit that was developed or acquired under an initiative listed in subparagraphs 7 i to v of subsection (1), and as being subject to an agreement described in paragraph 1, in,
 - i. the tenancy agreement, or
 - ii. a written notice that was given by the landlord to the tenant, if the tenancy agreement was entered into before January 31, 2007.
3. The tenant, at the time the tenancy agreement was entered into, was on or was eligible to be on a social housing waiting list.

COMMENCEMENT

Commencement

20. This Regulation comes into force on the later of the day subsection 39 (1) of the *Energy Consumer Protection Act, 2010* comes into force and the day it is filed.

44/10

ONTARIO REGULATION 395/10

made under the

RESIDENTIAL TENANCIES ACT, 2006

Made: July 13, 2010
Filed: October 13, 2010
Published on e-Laws: October 15, 2010
Printed in *The Ontario Gazette*: October 30, 2010

Amending O. Reg. 516/06
(General)

Note: Ontario Regulation 516/06 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 16 of Ontario Regulation 516/06 is amended by adding the following subsection:

(1.1) In a circumstance in which clause 137 (3) (c) or 138 (1) (b) of the Act requires a landlord to reduce the rent for a rental unit, the rent reduction rules that are prescribed for the purposes of clause 137 (3) (c) or 138 (1) (b) of the Act apply instead of the requirements set out in subsections (2) to (5).

2. Section 39 of the Regulation is amended by adding the following subsection:

(1.1) In a circumstance in which clause 137 (3) (c) or 138 (1) (b) of the Act requires a landlord to reduce the rent for a rental unit, the rent reduction rules that are prescribed for the purposes of clause 137 (3) (c) or 138 (1) (b) of the Act apply instead of the requirements set out in subsections (2) to (7).

3. This Regulation comes into force on the later of the day subsection 39 (1) of the *Energy Consumer Protection Act, 2010* comes into force and the day it is filed.

RÈGLEMENT DE L'ONTARIO 395/10

pris en application de la

LOI DE 2006 SUR LA LOCATION À USAGE D'HABITATION

pris le 13 juillet 2010
déposé le 13 octobre 2010
publié sur le site Lois-en-ligne le 15 octobre 2010
imprimé dans la *Gazette de l'Ontario* le 30 octobre 2010

modifiant le Règl. de l'Ont. 516/06
(Dispositions générales)

Remarque : Le Règlement de l'Ontario 516/06 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. L'article 16 du Règlement de l'Ontario 516/06 est modifié par adjonction du paragraphe suivant :

(1.1) Dans les circonstances où l'alinéa 137 (3) c) ou 138 (1) b) de la Loi exige que le locateur réduise le loyer d'un logement locatif, les règles régissant cette réduction qui sont prescrites pour l'application de ces alinéas remplacent les exigences énoncées aux paragraphes (2) à (5).

2. L'article 39 du Règlement est modifié par adjonction du paragraphe suivant :

(1.1) Dans les circonstances où l'alinéa 137 (3) c) ou 138 (1) b) de la Loi exige que le locateur réduise le loyer d'un logement locatif, les règles régissant cette réduction qui sont prescrites pour l'application de ces alinéas remplacent les exigences énoncées aux paragraphes (2) à (7).

3. Le présent règlement entre en vigueur le dernier en date du jour de l'entrée en vigueur du paragraphe 39 (1) de la *Loi de 2010 sur la protection des consommateurs d'énergie* et du jour de son dépôt.

44/10

NOTE: Consolidated regulations and various legislative tables pertaining to regulations can be found on the e-Laws website (www.e-Laws.gov.on.ca).

REMARQUE : Les règlements codifiés et diverses tables concernant les règlements se trouvent sur le site Lois-en-ligne (www.lois-en-ligne.gouv.on.ca).

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