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Arthur Wishart Act (Franchise Disclosure), 2000

[S.O. 2000, chapteR 3](https://www.ontario.ca/laws/statute/s00003)

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Last amendment: [2017, c. 20, Sched. 9, s. 1-4](http://www.ontario.ca/laws/statute/S17020" \l "sched9s1s1).

Legislative History: [2001, c. 9, Sched. D, s. 1](http://www.ontario.ca/laws/statute/S01009" \l "schedds1); [2009, c. 33, Sched. 10, s. 1](http://www.ontario.ca/laws/statute/S09033" \l "sched10s1s1); [2017, c. 20, Sched. 9, s. 1-4](http://www.ontario.ca/laws/statute/S17020" \l "sched9s1s1).

Definitions

**1** (1)  In this Act,

“disclosure document” means the disclosure document required by section 5; (“document d’information”)

“franchise” means a right to engage in a business where the franchisee is required by contract or otherwise to make a payment or continuing payments, whether direct or indirect, or a commitment to make such payment or payments, to the franchisor, or the franchisor’s associate, in the course of operating the business or as a condition of acquiring the franchise or commencing operations and,

(a) in which,

(i) the franchisor grants the franchisee the right to sell, offer for sale or distribute goods or services that are substantially associated with a trade-mark, trade name, logo or advertising or other commercial symbol that is owned by or licensed to the franchisor or the franchisor’s associate, and

(ii) the franchisor or the franchisor’s associate has the right to exercise or exercises significant control over, or has the right to provide or provides significant assistance in, the franchisee’s method of operation, including building design and furnishings, locations, business organization, marketing techniques or training, or

(b) in which,

(i) the franchisor, or the franchisor’s associate, grants the franchisee the representational or distribution rights, whether or not a trade-mark, trade name, logo or advertising or other commercial symbol is involved, to sell, offer for sale or distribute goods or services supplied by the franchisor or a supplier designated by the franchisor, and

(ii) the franchisor, or the franchisor’s associate, or a third person designated by the franchisor, provides location assistance, including securing retail outlets or accounts for the goods or services to be sold, offered for sale or distributed or securing locations or sites for vending machines, display racks or other product sales displays used by the franchisee; (“franchise”)

“franchise agreement” means any agreement that relates to a franchise between,

(a) a franchisor or franchisor’s associate, and

(b) a franchisee; (“contrat de franchisage”)

“franchisee” means a person to whom a franchise is granted and includes,

(a) a subfranchisor with regard to that subfranchisor’s relationship with a franchisor, and

(b) a subfranchisee with regard to that subfranchisee’s relationship with a subfranchisor; (“franchisé”)

“franchise system” includes,

(a) the marketing, marketing plan or business plan of the franchise,

(b) the use of or association with a trade-mark, trade name, logo or advertising or other commercial symbol,

(c) the obligations of the franchisor and franchisee with regard to the operation of the business operated by the franchisee under the franchise agreement, and

(d) the goodwill associated with the franchise; (“système de franchise”)

“franchisor” means one or more persons who grant or offer to grant a franchise and includes a subfranchisor with regard to that subfranchisor’s relationship with a subfranchisee; (“franchiseur”)

“franchisor’s associate” means a person,

(a) who, directly or indirectly,

(i) controls or is controlled by the franchisor, or

(ii) is controlled by another person who also controls, directly or indirectly, the franchisor, and

(b) who,

(i) is directly involved in the grant of the franchise,

(A) by being involved in reviewing or approving the grant of the franchise, or

(B) by making representations to the prospective franchisee on behalf of the franchisor for the purpose of granting the franchise, marketing the franchise or otherwise offering to grant the franchise, or

(ii) exercises significant operational control over the franchisee and to whom the franchisee has a continuing financial obligation in respect of the franchise; (“personne qui a un lien”)

“grant”, in respect of a franchise, includes the sale or disposition of the franchise or of an interest in the franchise and, for such purposes, an interest in the franchise includes the ownership of shares in the corporation that owns the franchise; (“concession”)

“master franchise” means a franchise which is a right granted by a franchisor to a subfranchisor to grant or offer to grant franchises for the subfranchisor’s own account; (“franchise maîtresse”)

“material change” means a change in the business, operations, capital or control of the franchisor or franchisor’s associate, a change in the franchise system or a prescribed change, that would reasonably be expected to have a significant adverse effect on the value or price of the franchise to be granted or on the decision to acquire the franchise and includes a decision to implement such a change made by the board of directors of the franchisor or franchisor’s associate or by senior management of the franchisor or franchisor’s associate who believe that confirmation of the decision by the board of directors is probable; (“changement important”)

“material fact” includes any information about the business, operations, capital or control of the franchisor or franchisor’s associate, or about the franchise system, that would reasonably be expected to have a significant effect on the value or price of the franchise to be granted or the decision to acquire the franchise; (“fait important”)

“misrepresentation” includes,

(a) an untrue statement of a material fact, or

(b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made; (“présentation inexacte des faits”)

“prescribed” means prescribed by regulations made under this Act; (“prescrit”)

“prospective franchisee” means a person who has indicated, directly or indirectly, to a franchisor or a franchisor’s associate, agent or broker an interest in entering into a franchise agreement, and a person whom a franchisor or a franchisor’s associate, agent or broker, directly or indirectly, invites to enter into a franchise agreement; (“franchisé éventuel”)

“subfranchise” means a franchise granted by a subfranchisor to a subfranchisee. (“sous-franchise”) 2000, c. 3, s. 1 (1); 2009, c. 33, Sched. 10, s. 1 (1); 2017, c. 20, Sched. 9, s. 1.

Master franchise, subfranchise

(2)  A franchise includes a master franchise and a subfranchise. 2000, c. 3, s. 1 (2).

Deemed control

(3)  A franchisee, franchisor or franchisor’s associate which is a corporation shall be deemed to be controlled by another person or persons if,

(a) voting securities of the franchisee or franchisor or franchisor’s associate carrying more than 50 per cent of the votes for the election of directors are held, otherwise than by way of security only, by or for the benefit of the other person or persons; and

(b) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of the franchisee or franchisor or franchisor’s associate. 2000, c. 3, s. 1 (3).

**Section Amendments with date in force (d/m/y)**

[2009, c. 33, Sched. 10, s. 1 (1)](http://www.ontario.ca/laws/statute/S09033" \l "sched10s1s1) - 15/12/2009

[2017, c. 20, Sched. 9, s. 1 (1-3)](http://www.ontario.ca/laws/statute/S17020" \l "sched9s1s1) - 14/11/2017

Application

**2** (1)  This Act applies with respect to a franchise agreement entered into on or after the coming into force of this section, with respect to a renewal or extension of a franchise agreement entered into before or after the coming into force of this section and with respect to a business operated under such an agreement, renewal or extension if the business operated by the franchisee under the franchise agreement or its renewal or extension is to be operated partly or wholly in Ontario. 2000, c. 3, s. 2 (1).

Same

(2)  Sections 3 and 4, clause 5 (7) (d) and sections 9, 11 and 12 apply with respect to a franchise agreement entered into before the coming into force of this section, and with respect to a business operated under such agreement, if the business operated by the franchisee under the franchise agreement is operated or is to be operated partly or wholly in Ontario. 2000, c. 3, s. 2 (2).

Non-application

(3)  This Act does not apply to the following continuing commercial relationships or arrangements:

1. Employer-employee relationship.

2. Partnership.

3. Membership in a co-operative association, as prescribed.

4. An arrangement arising from an agreement to use a trade-mark, trade name, logo or advertising or other commercial symbol designating a person who offers on a general basis, for consideration, a service for the evaluation, testing or certification of goods, commodities or services.

5. An arrangement arising from an agreement between a licensor and a single licensee to license a specific trade-mark, trade name, logo or advertising or other commercial symbol where the licence is the only one of its general nature and type to be granted by the licensor in Canada with respect to that trade-mark, trade name, logo or advertising or other commercial symbol.

6. An arrangement arising out of a lease, licence or similar agreement whereby the franchisee leases space in the premises of another retailer and is not required or advised to buy the goods or services it sells from the retailer or an affiliate of the retailer.

7. A relationship or arrangement arising out of an oral agreement where there is no writing which evidences any material term or aspect of the relationship or arrangement.

8. A service contract or franchise-like arrangement with the Crown or an agent of the Crown. 2000, c. 3, s. 2 (3); 2017, c. 20, Sched. 9, s. 2.

**Section Amendments with date in force (d/m/y)**

[2017, c. 20, Sched. 9, s. 2 (1, 2)](http://www.ontario.ca/laws/statute/S17020" \l "sched9s2s1) - 14/11/2017

Fair dealing

**3** (1)  Every franchise agreement imposes on each party a duty of fair dealing in its performance and enforcement. 2000, c. 3, s. 3 (1).

Right of action

(2)  A party to a franchise agreement has a right of action for damages against another party to the franchise agreement who breaches the duty of fair dealing in the performance or enforcement of the franchise agreement. 2000, c. 3, s. 3 (2).

Interpretation

(3)  For the purpose of this section, the duty of fair dealing includes the duty to act in good faith and in accordance with reasonable commercial standards. 2000, c. 3, s. 3 (3).

Right to associate

**4** (1)  A franchisee may associate with other franchisees and may form or join an organization of franchisees. 2000, c. 3, s. 4 (1).

Franchisor may not prohibit association

(2)  A franchisor and a franchisor’s associate shall not interfere with, prohibit or restrict, by contract or otherwise, a franchisee from forming or joining an organization of franchisees or from associating with other franchisees. 2000, c. 3, s. 4 (2).

Same

(3)  A franchisor and franchisor’s associate shall not, directly or indirectly, penalize, attempt to penalize or threaten to penalize a franchisee for exercising any right under this section. 2000, c. 3, s. 4 (3).

Provisions void

(4)  Any provision in a franchise agreement or other agreement relating to a franchise which purports to interfere with, prohibit or restrict a franchisee from exercising any right under this section is void. 2000, c. 3, s. 4 (4).

Right of action

(5)  If a franchisor or franchisor’s associate contravenes this section, the franchisee has a right of action for damages against the franchisor or franchisor’s associate, as the case may be. 2000, c. 3, s. 4 (5).

Franchisor’s obligation to disclose

**5** (1)  A franchisor shall provide a prospective franchisee with a disclosure document and the prospective franchisee shall receive the disclosure document not less than 14 days before the earlier of,

(a) the signing by the prospective franchisee of the franchise agreement or any other agreement relating to the franchise, other than an agreement described in subsection (1.1); and

(b) the payment of any consideration by or on behalf of the prospective franchisee to the franchisor or franchisor’s associate relating to the franchise, excluding the payment of a deposit if it,

(i) does not exceed the prescribed amount,

(ii) is refundable without any deductions, and

(iii) is given under an agreement that in no way binds the prospective franchisee to enter into a franchise agreement. 2000, c. 3, s. 5 (1); 2017, c. 20, Sched. 9, s. 3 (1).

Exception

(1.1)  Clauses (1) (a) and (5) (a) do not apply to an agreement if it only contains terms that,

(a) require any information or material that may be provided to a prospective franchisee to be kept confidential;

(b) prohibit the use of any information or material that may be provided to a prospective franchisee; or

(c) designate a location, site or territory for a prospective franchisee. 2017, c. 20, Sched. 9, s. 3 (2).

Same

(1.2)  Despite subsection (1.1), clauses (1) (a) and (5) (a) apply to an agreement if it contains terms that,

(a) require information to be kept confidential or prohibit the use of information, if the information,

(i) is or comes into the public domain other than as a result of a contravention of the agreement,

(ii) is disclosed to any person other than as a result of a contravention of the agreement, or

(iii) is disclosed with the consent of all the parties to the agreement; or

(b) prohibit the disclosure of information to an organization of franchisees, other franchisees of the same franchise system or a franchisee’s professional advisors. 2017, c. 20, Sched. 9, s. 3 (2).

Methods of delivery

(2)  A disclosure document may be delivered personally, by registered mail or by any other prescribed method. 2000, c. 3, s. 5 (2).

Same

(3)  A disclosure document must be one document, delivered as required under subsections (1) and (2) as one document at one time. 2000, c. 3, s. 5 (3).

Contents of disclosure document

(4)  The disclosure document shall contain,

(a) all material facts, including material facts as prescribed;

(b) financial statements as prescribed;

(c) copies of all proposed franchise agreements and other agreements relating to the franchise to be signed by the prospective franchisee;

(d) statements as prescribed for the purposes of assisting the prospective franchisee in making informed investment decisions; and

(e) other information and copies of documents as prescribed. 2000, c. 3, s. 5 (4).

Material change

(5)  The franchisor shall provide the prospective franchisee with a written statement of any material change, and the franchisee must receive such statement, as soon as practicable after the change has occurred and before the earlier of,

(a) the signing by the prospective franchisee of the franchise agreement or any other agreement relating to the franchise, other than an agreement described in subsection (1.1); and

(b) the payment of any consideration by or on behalf of the prospective franchisee to the franchisor or franchisor’s associate relating to the franchise, excluding the payment of a deposit if it,

(i) does not exceed the prescribed amount,

(ii) is refundable without any deductions, and

(iii) is given under an agreement that in no way binds the prospective franchisee to enter into a franchise agreement. 2000, c. 3, s. 5 (5); 2017, c. 20, Sched. 9, s. 3 (3).

Contents of statement

(5.1)  A statement of material change shall contain the information that is prescribed. 2017, c. 20, Sched. 9, s. 3 (4).

Information to be accurate, clear, concise

(6)  All information in a disclosure document and a statement of a material change shall be accurately, clearly and concisely set out. 2000, c. 3, s. 5 (6).

Exemptions

(7)  This section does not apply to,

(a) the grant of a franchise by a franchisee if,

(i) the franchisee is not the franchisor, an associate of the franchisor or a director, officer or employee of the franchisor or of the franchisor’s associate,

(ii) the grant of the franchise is for the franchisee’s own account,

(iii) in the case of a master franchise, the entire franchise is granted, and

(iv) the grant of the franchise is not effected by or through the franchisor;

(b) the grant of a franchise to a person for the person’s own account or to a corporation that the person controls if the person,

(i) has been an officer or director of the franchisor or of the franchisor’s associate for at least six months and is currently such an officer or director, or

(ii) was an officer or director of the franchisor or of the franchisor’s associate for at least six months and not more than four months have passed since the person was such an officer or director;

(c) the grant of an additional franchise to an existing franchisee if that additional franchise is substantially the same as the existing franchise that the franchisee is operating and if there has been no material change since the existing franchise agreement or latest renewal or extension of the existing franchise agreement was entered into;

(d) the grant of a franchise by an executor, administrator, sheriff, receiver, trustee, trustee in bankruptcy or guardian on behalf of a person other than the franchisor or the estate of the franchisor;

(e) the grant of a franchise to a person to sell goods or services within a business in which that person has an interest if the sales arising from those goods or services during the first year of operation of the franchise, as anticipated by the parties or that should be anticipated by the parties at the time the franchise agreement is entered into, do not exceed, in relation to the total sales of the business during that year, a prescribed percentage;

(f) the renewal or extension of a franchise agreement where there has been no interruption in the operation of the business operated by the franchisee under the franchise agreement and there has been no material change since the franchise agreement or latest renewal or extension of the franchise agreement was entered into;

(g) the grant of a franchise if,

(i) the prospective franchisee is required to make a total initial investment, determined in the prescribed manner, of an amount that does not exceed a prescribed amount,

(ii) the franchise agreement is not valid for longer than one year and does not involve the payment of a non-refundable franchise fee, or

(iii) the franchisor is governed by section 55 of the *Competition Act* (Canada);

(h) the grant of a franchise if the prospective franchisee is required to make a total initial investment, determined in the prescribed manner, of an amount that is greater than a prescribed amount. 2000, c. 3, s. 5 (7); 2017, c. 20, Sched. 9, s. 3 (5-8).

Same

(8)  For the purpose of subclause (7) (a) (iv), a grant is not effected by or through a franchisor merely because,

(a) the franchisor has a right, exercisable on reasonable grounds, to approve or disapprove the grant; or

(b) a transfer fee must be paid to the franchisor in an amount set out in the franchise agreement or in an amount that does not exceed the reasonable actual costs incurred by the franchisor to process the grant. 2000, c. 3, s. 5 (8).

**Section Amendments with date in force (d/m/y)**

[2017, c. 20, Sched. 9, s. 3 (1-8)](http://www.ontario.ca/laws/statute/S17020" \l "sched9s3s1) - 01/09/2020

Rescission for late disclosure

**6** (1)  A franchisee may rescind the franchise agreement, without penalty or obligation, no later than 60 days after receiving the disclosure document, if the franchisor failed to provide the disclosure document or a statement of material change within the time required by section 5 or if the contents of the disclosure document did not meet the requirements of section 5. 2000, c. 3, s. 6 (1).

Rescission for no disclosure

(2)  A franchisee may rescind the franchise agreement, without penalty or obligation, no later than two years after entering into the franchise agreement if the franchisor never provided the disclosure document. 2000, c. 3, s. 6 (2).

Notice of rescission

(3)  Notice of rescission shall be in writing and shall be delivered to the franchisor, personally, by registered mail, by fax or by any other prescribed method, at the franchisor’s address for service or to any other person designated for that purpose in the franchise agreement. 2000, c. 3, s. 6 (3).

Effective date of rescission

(4)  The notice of rescission is effective,

(a) on the day it is delivered personally;

(b) on the fifth day after it was mailed;

(c) on the day it is sent by fax, if sent before 5 p.m.;

(d) on the day after it was sent by fax, if sent at or after 5 p.m.;

(e) on the day determined in accordance with the regulations, if sent by a prescribed method of delivery. 2000, c. 3, s. 6 (4).

Same

(5)  If the day described in clause (4) (b), (c) or (d) is a holiday, the notice of rescission is effective on the next day that is not a holiday. 2000, c. 3, s. 6 (5).

Franchisor’s obligations on rescission

(6)  The franchisor, or franchisor’s associate, as the case may be, shall, within 60 days of the effective date of the rescission,

(a) refund to the franchisee any money received from or on behalf of the franchisee, other than money for inventory, supplies or equipment;

(b) purchase from the franchisee any inventory that the franchisee had purchased pursuant to the franchise agreement and remaining at the effective date of rescission, at a price equal to the purchase price paid by the franchisee;

(c) purchase from the franchisee any supplies and equipment that the franchisee had purchased pursuant to the franchise agreement, at a price equal to the purchase price paid by the franchisee; and

(d) compensate the franchisee for any losses that the franchisee incurred in acquiring, setting up and operating the franchise, less the amounts set out in clauses (a) to (c). 2000, c. 3, s. 6 (6).

Damages for misrepresentation, failure to disclose

**7** (1)  If a franchisee suffers a loss because of a misrepresentation contained in the disclosure document or in a statement of a material change or as a result of the franchisor’s failure to comply in any way with section 5, the franchisee has a right of action for damages against,

(a) the franchisor;

(b) the franchisor’s agent;

(c) the franchisor’s broker, being a person other than the franchisor, franchisor’s associate, franchisor’s agent or franchisee, who grants, markets or otherwise offers to grant a franchise, or who arranges for the grant of a franchise;

(d) the franchisor’s associate; and

(e) every person who signed the disclosure document or statement of material change. 2000, c. 3, s. 7 (1).

Deemed reliance on misrepresentation

(2)  If a disclosure document or statement of material change contains a misrepresentation, a franchisee who acquired a franchise to which the disclosure document or statement of material change relates shall be deemed to have relied on the misrepresentation. 2000, c. 3, s. 7 (2).

Deemed reliance on disclosure document

(3)  If a franchisor failed to comply with section 5 with respect to a statement of material change, a franchisee who acquired a franchise to which the material change relates shall be deemed to have relied on the information set out in the disclosure document. 2000, c. 3, s. 7 (3).

Defence

(4)  A person is not liable in an action under this section for misrepresentation if the person proves that the franchisee acquired the franchise with knowledge of the misrepresentation or of the material change, as the case may be. 2000, c. 3, s. 7 (4).

Same

(5)  A person, other than a franchisor, is not liable in an action under this section for misrepresentation if the person proves,

(a) that the disclosure document or statement of material change was given to the franchisee without the person’s knowledge or consent and that, on becoming aware of its having been given, the person promptly gave written notice to the franchisee that it was given without that person’s knowledge or consent;

(b) that, after the disclosure document or statement of material change was given to the franchisee and before the franchise was acquired by the franchisee, on becoming aware of any misrepresentation in the disclosure document or statement of material change, the person withdrew consent to it and gave written notice to the franchisee of the withdrawal and the reasons for it; or

(c) that, with respect to any part of the disclosure document or statement of material change purporting to be made on the authority of an expert or purporting to be a copy of or an extract from a report, opinion or statement of an expert, the person had no reasonable grounds to believe and did not believe that,

(i) there had been a misrepresentation,

(ii) the part of the disclosure document or statement of material change did not fairly represent the report, opinion or statement of the expert, or

(iii) the part of the disclosure document or statement of material change was not a fair copy of or extract from the report, opinion or statement of the expert. 2000, c. 3, s. 7 (5).

Joint and several liability

**8** (1)  All or any one or more of the parties to a franchise agreement who are found to be liable in an action under subsection 3 (2) or who accept liability with respect to an action brought under that subsection are jointly and severally liable. 2000, c. 3, s. 8 (1).

Same

(2)  All or any one or more of a franchisor or franchisor’s associates who are found to be liable in an action under subsection 4 (5) or who accept liability with respect to an action brought under that subsection are jointly and severally liable. 2000, c. 3, s. 8 (2).

Same

(3)  All or any one or more of the persons specified in subsection 7 (1) who are found to be liable in an action under that subsection or who accept liability with respect to an action brought under that subsection are jointly and severally liable. 2000, c. 3, s. 8 (3).

No derogation of other rights

**9** The rights conferred by this Act are in addition to and do not derogate from any other right or remedy a franchisee or franchisor may have at law. 2000, c. 3, s. 9.

Attempt to affect jurisdiction void

**10** Any provision in a franchise agreement purporting to restrict the application of the law of Ontario or to restrict jurisdiction or venue to a forum outside Ontario is void with respect to a claim otherwise enforceable under this Act in Ontario. 2000, c. 3, s. 10.

Rights cannot be waived

**11** Any purported waiver or release by a franchisee of a right given under this Act or of an obligation or requirement imposed on a franchisor or franchisor’s associate by or under this Act is void. 2000, c. 3, s. 11.

Burden of proof

**12** In any proceeding under this Act, the burden of proving an exemption or an exclusion from a requirement or provision is on the person claiming it. 2000, c. 3, s. 12.

Exemption

**13** (1)  Repealed: 2000, c. 3, s. 13 (7).

Same

(2)  If a franchisor meets the criteria prescribed for the purpose of this subsection, the Lieutenant Governor in Council may, by regulation, exempt the franchisor from the requirement to include specified financial information in a disclosure document, subject to the terms and conditions set out in the exempting regulation. 2000, c. 3, s. 13 (2).

General or specific

(3)  A regulation made under this section may be general or specific in its application. 2000, c. 3, s. 13 (3).

Revocation of exemption

(4)  A regulation made under this section may be revoked if the franchisor no longer meets the prescribed criteria or if the franchisor asks that the exemption be revoked. 2000, c. 3, s. 13 (4).

*Statutory Powers Procedure Act* does not apply

(5)  The Statutory Powers Procedure Act does not apply to a decision under this section to grant or to refuse to grant an exemption, to impose terms and conditions on an exemption or to revoke an exemption. 2000, c. 3, s. 13 (5).

(6), (7)  Repealed: 2009, c. 33, Sched. 10, s. 1 (2).

**Section Amendments with date in force (d/m/y)**

[2000, c. 3, s. 13 (7)](http://www.ontario.ca/laws/statute/S00003" \l "s13s7) - 01/07/2005

[2009, c. 33, Sched. 10, s. 1 (2)](http://www.ontario.ca/laws/statute/S09033" \l "sched10s1s2) - 15/12/2009

Regulations

**14** (1)  The Lieutenant Governor in Council may make regulations,

(a) defining co-operative association for the purpose of paragraph 3 of subsection 2 (3);

(a.1) prescribing an amount for the purpose of subclause 5 (1) (b) (i) or (5) (b) (i);

(b) prescribing types of changes that constitute a material change;

(c) prescribing material facts for the purpose of clause 5 (4) (a);

(d) prescribing the financial statements to be included in the disclosure document;

(e) prescribing statements for the purpose of clause 5 (4) (d);

(f) prescribing other information and copies of documents to be included in the disclosure document;

(f.1) prescribing the information to be included in a statement of material change for the purpose of subsection 5 (5.1);

(g) prescribing a percentage of sales for the purpose of clause 5 (7) (e);

(h) prescribing a manner or an amount for the purpose of subclause 5 (7) (g) (i) or clause 5 (7) (h);

(i) Repealed: 2017, c. 20, Sched. 9, s. 4 (2).

(j) prescribing methods of delivery for the purposes of subsections 5 (2) and 6 (3), and prescribing rules surrounding the use of such methods, including the day on which a notice of rescission delivered by such methods is effective for the purpose of clause 6 (4) (e);

(k) prescribing criteria for the purposes of subsections 13 (1) and (2);

(k.1) defining, for the purposes of this Act, any word or expression used in this Act that has not already been expressly defined in this Act;

(l) respecting any matter that the Lieutenant Governor in Council considers necessary or advisable to carry out effectively the intent and purpose of this Act. 2000, c. 3, s. 14 (1); 2001, c. 9, Sched. D, s. 1; 2017, c. 20, Sched. 9, s. 4.

General or specific

(2)  A regulation made under subsection (1) may be general or specific in its application. 2000, c. 3, s. 14 (2).

**Section Amendments with date in force (d/m/y)**

[2001, c. 9, Sched. D, s. 1](http://www.ontario.ca/laws/statute/S01009" \l "schedds1) - 29/06/2001

[2017, c. 20, Sched. 9, s. 4 (1, 2)](http://www.ontario.ca/laws/statute/S17020" \l "sched9s4s1) - 01/09/2020

**15** Omitted (provides for coming into force of provisions of this Act). 2000, c. 3, s. 15.

**16** Omitted (enacts short title of this Act). 2000, c. 3, s. 16.

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