

# Incoming consumer protection changes: British Columbia introduces significant amendments to the Business Practices and Consumer Protection Act



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British Columbia has followed the lead of [several other provinces](#) by passing significant amendments to its consumer protection legislation, with a similar emphasis on e-commerce.

British Columbia's [Bill 4](#) (Bill 4), the *Business Practices and Consumer Protection Amendment Act, 2025*, was introduced on February 25, 2025, proposing substantial amendments to the *Business Practices and Consumer Protection Act* (the Act). Bill 4 moved surprisingly quickly through the legislative process, passing third reading on March 13, 2025, and receiving royal assent on March 31, 2025. Several provisions of Bill 4 are already in effect, but the majority will come into force only when the associated regulations are prepared and enacted.

The amendments mark the first overhaul of British Columbia's consumer protection laws in several years. This Osler Update highlights some of the changes that will be relevant to most suppliers with customers in British Columbia, including consolidated disclosure and contract content requirements, new prohibitions on certain contract terms, and new restrictions on automatic renewal practices and unilateral amendments for subscription contracts.

While the full impact of Bill 4 will not be felt until the forthcoming regulations are enacted, businesses selling goods or services to consumers in British Columbia will need to carefully review their contracts and practices to ensure they are set up for compliance.

## Consolidated consumer contract disclosure and content requirements

Much like [Ontario's recent changes](#), the amendments in Bill 4 aim to simplify consumer contract disclosure and content obligations by consolidating the requirements for various categories of contracts, including distance sales contracts (including contracts concluded over the Internet), direct sales contracts, future performance contracts and time share contracts.

From an e-commerce perspective, the amendments update the distance sales disclosure and content requirements to align more closely with other provinces, subject to some minor but unique additions, including a more explicit obligation to disclose the terms and conditions of renewal and of any promotional offers that apply to the contract. Bill 4 also requires suppliers to provide the consumer with an express opportunity to view the entire contract and — on request — provide a copy of the contract to the consumer at the time of disclosure. This is in addition to the existing obligation to provide consumers with a copy of their completed contract within 15 days of entering into the agreement.

The updated disclosure requirements are paired with a familiar set of cancellation rights if Internet contracting is not completed in accordance with the legislation, including cancellation rights for a failure to provide a copy of the contract or if the copy of the contract does not include the required content. However, Bill 4 includes an additional cancellation right where the information included in the contract copy is “inconsistent” with the information disclosed to the consumer before the contract was entered into.

## Prohibited terms

Consistent with recent trends in consumer law, Bill 4 introduces a prohibition on certain terms in consumer contracts, including mandatory dispute resolution provisions and class action waivers. While parties remain free to agree to arbitration or another dispute resolution process after a dispute has arisen, any attempt by a supplier to mandate such a process in advance of any dispute through the terms of the consumer contract will be unenforceable. Similarly, any term in a consumer contract that prohibits (or has the effect of prohibiting) a consumer from publishing or otherwise communicating a review of the goods, services or the transaction itself is prohibited.

Unlike Ontario’s forthcoming approach to prohibited terms (as discussed in a [previous Osler Update](#)), including a prohibited term in a consumer contract in British Columbia will not give rise to an explicit statutory cancellation right after entering to the contract. Instead, any such prohibited term in a consumer contract will be deemed void, and its inclusion will constitute an offence under the Act.

In an unusual twist for consumer protection legislation, Bill 4 also targets mandatory dispute resolution clauses and class action waivers in *non-consumer* contracts. Any such terms will be “inoperative” to the extent they apply to a “low value claim”, and the violation of this provision will constitute an offence under the Act. The prescribed threshold for a “low value claim” remains to be established by regulation. Notably, other sections of the Act already address matters beyond the strict confines of consumer transactions, including Part 6 – Credit Reporting and Part 7 – Debt Collection.

The provisions in Bill 4 prohibiting certain contract terms came into force on the date Bill 4 received royal assent (March 31, 2025) and explicitly apply retrospectively to consumer contracts already in existence — another recent trend in consumer law. However, the provisions that make it an offence for suppliers to include such prohibited terms will come into force by regulation of the Lieutenant Governor in Council.

## Subscription contracts: automatic renewal and unilateral amendments

As part of its consolidation of the rules respecting a variety of consumer contracts, described above, Bill 4 also introduces two new definitions. The first, “fitness or other personal services contract”, will replace the current definition of “continuing services contract” and, subject to

forthcoming regulations, appears to have changed little else about the continuing services contract regime.

The second new definition, however, will likely have a direct impact on many businesses that sell goods or services online. A “subscription contract” is defined as a “future performance contract for the supply of goods or services on a continuing basis that is not a fitness or other personal services contract” and is used to strictly regulate the circumstances under which such contracts can be automatically renewed and unilaterally amended. These provisions will come into force by regulation of the Lieutenant Governor in Council.

## Automatic renewal of subscription contracts

Once the amendments under Bill 4 are in force, suppliers in British Columbia offering subscription contracts with automatic renewal provisions will need to ensure their consumer contracts expressly provide that consumers may cancel the renewal at any time, whether before or after the renewal date, without incurring any fees or penalties.

For automatically renewing subscription contracts, Bill 4 distinguishes based on the length of the renewal term. Provisions in subscription contracts that provide for automatic renewal for a term of 60 days or less (short-term renewal provisions) will be void *unless* the contract also provides that the consumer may cancel the renewal at any time, whether before or after the renewal date, without charge or penalty.

Similarly, provisions in subscription contracts that provide for automatic renewal for a term exceeding 60 days (long-term renewal provisions) will be void unless the contract also provides that the consumer may cancel the renewal at any time, whether before or after the renewal date. Like the short-term renewal provisions, the contract must provide that if the consumer cancels before the renewal date, no charge or penalty may apply. However, such a provision must also provide that if the consumer cancels *after* the renewal date, the consumer will be entitled to a refund of a prescribed portion of the money paid under the renewed contract.

Furthermore, long-term renewal provisions will be void unless the supplier provides the consumer with notice 30 to 60 days in advance of the renewal containing prescribed content, including:

- the renewal date
- a statement of the consumer’s cancellation right
- instructions respecting how to cancel the renewal and
- a statement that the contract will be renewed if the consumer does not respond to the notice

## Unilateral Amendments

Bill 4 also strictly regulates the unilateral amendment of subscription contracts by mandating a form for any unilateral amendment provisions and a notice procedure. Failure to comply with either the form or procedure obligation will render any attempted unilateral amendment void. Furthermore, certain unilateral amendments will also allow consumers to cancel the amended contract without charge or penalty.

Regarding unilateral amendment provisions themselves, any such provision is void unless it identifies the provisions of the contract that may be unilaterally amended by the supplier. However, any such provision is void if it permits unilateral amendments respecting

cancellations, returns, exchanges or refunds *unless* the provision specifically states that any such amendment may be made only if the amendment does not increase an obligation of the consumer or reduce an obligation of the supplier.

Regarding the amendment process, if a unilateral amendment by a supplier increases an obligation of the consumer or reduces an obligation of the supplier (a significant amendment), the consumer may cancel the contract at any time without charge or penalty. Furthermore, any purported unilateral amendment by a supplier will be void unless the supplier provides a notice not less than 30 days and not more than 60 days in advance of the amendment taking effect with prescribed content, including:

- the text of the provision as it will read after the amendment
- information explaining the amendment in a clear and comprehensible manner and
- if it is a significant amendment, a statement of the consumer's right to cancel the contract

## Prohibition on direct sales contracts for certain products and the extension of credit

Bill 4 introduces a prohibition on direct sales of certain HVAC and water products, such as air conditioners, furnaces and water heaters. This is consistent with the consumer protection legislation in several other provinces (including Ontario, Alberta, Manitoba and Québec), where the direct sale of these products is subject to special prohibitions. Pursuant to Bill 4, a direct sales contract that provides for the supply of one of these goods or services will not be binding on the consumer.

Interestingly, and similar to an analogous restriction in Québec, Bill 4 prohibits suppliers from extending or arranging credit (or offering to do so) in respect of a direct sales contract. If credit is extended or arranged in respect of a direct sales contract, the direct sales contract and credit agreement will not be binding on the consumer.

When in force, the prohibition on the extension of credit in relation to a direct sales contract will not have retroactive effect, and section 22, *Credit agreement respecting direct sales contract*, of the current Act will continue to apply to any such credit agreements entered into before section 22 is repealed by Bill 4.

## Expanding the scope of consumer remedies

Under the current Act, consumers are permitted to bring an action in court against a supplier for breach of the legislation. Bill 4, however, expands the jurisdiction of the Civil Resolution Tribunal to provide consumers with an alternate venue to seek redress for contraventions of the legislation.

## Next steps

Only some of the above-noted changes are currently in force, including the prohibition on certain contract terms (albeit not the accompanying offence provisions) and the expanded jurisdiction of the Civil Resolution Tribunal. The rest await a regulation by the Lieutenant Governor in Council.

Nevertheless, the incoming changes are significant, and some of the amended language in Bill 4 is unique to British Columbia. Suppliers with consumers in British Columbia will need to review their existing consumer contracts for prohibited terms and reevaluate their current

practices to ensure they are set up for compliance. This is particularly true for suppliers offering subscription-based services, each of which should undertake a compliance assessment and prepare for the new restrictions on renewal and amendment provisions as well as the accompanying notice procedures.

Osler will continue to monitor the development and release of the associated regulations under Bill 4. Please reach out to any member of our Retail and Consumer Products or Financial Services Regulatory teams if you would like to discuss compliance going forward.