OTTAWA KITCHEN RENOS

Contracts & Payments

Kitchen contracts in Ontario: direct agreements, the 10-day cancellation right, estimates, changes and the 10 per cent holdback

5 Expert Answers from Kitchen Reno IQ

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Table of Contents

1. What must a kitchen contract signed at my Ottawa home include?
2. Does the new Consumer Protection Act 2023 cover my Ottawa kitchen contract?
3. Ten-day cancellation on a kitchen deal signed in my Kanata living room?
4. Signed a kitchen contract at a showroom in Ottawa: can I still cancel?
5. How should changes to my kitchen scope be handled in an Ottawa contract?

Q1

What must a kitchen contract signed at my Ottawa home include?

A contract signed at your home is a direct agreement under Ontario's Consumer Protection Act, 2002. The Act says a direct agreement over $50 must be in writing, delivered to you, and signed by both you and the contractor.

Once you have received that written copy, you have 10 days to cancel without giving any reason. The cancellation window opens when you enter the agreement and closes 10 days after you receive the written copy.

The Act also sets a limit on cost overruns: the supplier "shall not charge the consumer an amount that exceeds the estimate by more than 10 per cent" (s.10(1)). That rule applies to any consumer agreement that includes an estimate, so if your contract contains a quoted figure, the contractor cannot bill more than 10 per cent above it.

Beyond what the Act requires, a kitchen contract should spell out the scope in enough detail that both sides agree on what is included. Ask that the written agreement cover:

- a description of every component of the work (cabinets, countertops, plumbing, electrical, any wall work)
- which fixtures, if any, are moving and which stay in place
- who is responsible for pulling any required City of Ottawa building permit
- who files the ESA notification if electrical work is part of the job
- who arranges the TSSA-certified gas technician if a gas range or cooktop is involved
- the payment schedule, with each amount tied to a defined stage of the work
- how changes to the scope are agreed and priced in writing before the work proceeds

The Construction Act, s.22(1), also requires each payer to retain a holdback equal to 10 per cent of the price of services or materials as they are actually supplied. Ask a lawyer how that applies to your contract.
Before you sign, ask the contractor to show you the payment schedule line by line so you know exactly what you are paying at each point in the job.

Q2

Does the new Consumer Protection Act 2023 cover my Ottawa kitchen contract?

The Consumer Protection Act, 2023 is not in force; Ontario's own copy of the Act is headed "THIS ACT IS NOT YET IN FORCE." It does not cover your kitchen contract today.

The law that applies to your Ottawa kitchen contract right now is the Consumer Protection Act, 2002. What it gives you depends on how and where the agreement was made.

If the contractor came to your home and you signed there, or the agreement was concluded somewhere other than the contractor's place of business, the Act calls that a "direct agreement". A direct agreement over $50 must be in writing and delivered to you, and you may cancel it without giving a reason at any time from the date you entered into the agreement until 10 days after you received the written copy. If your contract includes an estimate, the Act says the supplier "shall not charge the consumer an amount that exceeds the estimate by more than 10 per cent."

Ask the contractor in writing which line items are firm prices and which are estimates.

The Construction Act is a separate piece of Ontario law. It says each payer "shall retain a holdback equal to 10 per cent of the price of the services or materials as they are actually supplied." Ask a lawyer how the holdback applies to your specific contract before you agree to a payment schedule.

One practical step: get the payment schedule in writing before you sign.

For the specific wording of your contract, ask a lawyer who handles consumer or construction matters in Ontario.

Q3

Ten-day cancellation on a kitchen deal signed in my Kanata living room?

The Consumer Protection Act, 2002 gives you a 10-day cancellation right on this contract. Because the deal was negotiated and signed at your home rather than at the supplier's place of business, it is a "direct agreement" under the Act, and you may cancel it without any reason at any time from the date you entered into the agreement until 10 days after you received the written copy of it.

The Act sets out what that written agreement must include: it shall be in writing, delivered to you, and signed by both you and the supplier. The right runs from the date you entered into the agreement until 10 days after you received your written copy, so the date you received the copy is the one that sets the end of the window.

A few other points from the Act that apply to this contract:

- If the contract includes an estimate, the supplier shall not charge you an amount that exceeds the estimate by more than 10 per cent.
- The agreement must be delivered to you; keep the copy you received and note the date you got it.
- Cancellation is without any reason, so you do not need to explain yourself.

- The 10-day right belongs to direct agreements. The Act defines a direct agreement as one negotiated or concluded in person somewhere other than the supplier's place of business, so an agreement signed at a showroom is a different case; a lawyer can tell you what applies to that.

The new Consumer Protection Act, 2023 is not yet in force, so the 2002 Act is the one that applies to a kitchen contract signed today in Kanata or anywhere else in the City of Ottawa.
Write down the date you received your written copy; the 10 days run from that date, and a lawyer can confirm the details for your contract.

Q4

Signed a kitchen contract at a showroom in Ottawa: can I still cancel?

Whether the 10-day cooling-off right in the Consumer Protection Act, 2002 applies here turns on where the contract was signed.

The Act defines a "direct agreement" as one negotiated or concluded in person somewhere other than the supplier's place of business. A showroom is the supplier's place of business, so a contract signed there is not a direct agreement under that definition. The 10-day cancellation right the Act gives consumers applies to direct agreements, not to contracts concluded at the supplier's location. If you signed at the showroom, that specific cancellation right does not appear to apply to your situation.

That said, the Act does say that if your contract includes an estimate, the supplier "shall not charge the consumer an amount that exceeds the estimate by more than 10 per cent." That rule applies regardless of where you signed. It is worth reading your contract to see whether it contains an estimate or a fixed price, because that distinction affects what the contractor can bill you if costs change.

A few things to check now:

- Whether the contract is in writing and was delivered to you, which the Act requires for direct agreements over $50. Ask a lawyer what the Act requires for an agreement signed at the supplier's place of business.
- Whether the contract sets out the full scope of work, the total price, and any payment schedule.
- Whether there is a cancellation or change-of-mind clause in the contract itself, separate from the Act. Read the document for one.
- Whether a deposit has been paid and what the contract says about its return if you cancel.

If you believe the contract was not concluded at the showroom, or if there is any ambiguity about where the agreement was actually reached, that is a question for a lawyer, not a contractor. The Act's definitions matter, and a lawyer can read your specific contract against them.
Before any work begins, make sure you have the signed written contract in hand, with the scope described by component, the total price or estimate, and the dates the work is expected to start and finish.

Q5

How should changes to my kitchen scope be handled in an Ottawa contract?

Get every change to the scope in writing, signed by you and the contractor, before the extra work is done. Ontario's Consumer Protection Act, 2002 sets one firm number here: if your agreement includes an estimate, the supplier "shall not charge the consumer an amount that exceeds the estimate by more than 10 per cent" (s.10(1)).

The contract is where the change process lives, so ask for it to say:

- how a change is requested and who can approve it
- that no extra work starts until the price of the change is agreed in writing
- how a change updates the payment schedule and the completion date
- who handles any new permit, ESA notification or gas work the change brings in

That last point matters on a kitchen, because a change can move a job onto a different list. Replacing cabinets with the plumbing fixtures in the same location is on the City of Ottawa's exempt list, while moving the sink is "Plumbing - alterations, additions or extensions to a plumbing system", which is on the City's permit list. Adding circuits brings in an Electrical Safety Authority notification, and moving a gas range brings in a TSSA-registered contractor.
If the contract was signed in your home, it is a direct agreement: one over $50 must be in writing and delivered to you, and you can cancel it without any reason within 10 days of receiving your written copy.

Ontario's Construction Act requires each payer to retain a holdback equal to 10 per cent of the price of the services or materials as they are actually supplied. Ask a lawyer how it applies to a contract whose scope changes.

Before you sign, ask the contractor to show you the exact clause that covers changes and the form a change will be written on.

Disclaimer: This guide is provided for informational purposes only by Ottawa Kitchen Renos. It does not constitute professional advice. Always consult qualified contractors and your local building authority (the City of Ottawa) before starting any kitchen renovation. Some of this work needs a City building permit, electrical work is filed with the Electrical Safety Authority, and gas work is regulated by TSSA. Information is current as of November 15, 2026 and may change. Visit **ottawakitchenrenos.ca** for the latest answers.