

Answer Key

Letter of Formal Notice

May 15, 2016

WITHOUT PREJUDICE

Mr. Harold Jean
Vélo Plus
100, rue Principale
Grandville (Québec)
DOH ODO

Re: Formal notice

Dear Mr. Jean:

On September 1, 2015, I purchased an M-Roll BX3000 bicycle from your business, Vélo Plus in Grandville, for \$439.99, including tax. Since the manufacturer's conventional warranty is for one year, I accepted your offer and purchased an extended one-year warranty for the sum of \$60. My bike was therefore guaranteed for a total period of two years. After using it several times, I noticed problems with the braking system. I found myself in a dangerous situation several times when the bike's brakes did not work. When I returned to your business on September 24, 2015, you required that I pay \$30 for the bike repair and \$20 for shipping expenses. Yet neither of these expenses were indicated in the warranty booklet that came with the bicycle. I agreed to pay these expenses in order to get my bike back as soon as possible so that I could enjoy it. When the bike was returned to me, everything appeared to work. A few weeks later I put it away for the winter.

However, in the spring, after carrying out the regular maintenance required at the start of the season, I noticed that the derailleur gears were defective. I was unable to change gears properly. For a second time, I returned to Vélo Plus. You told me that the part was not covered by the warranty and that the problem stemmed from misuse on my part. However, I have always taken a great deal of care with my bike, and a specialist confirmed to me that the problem was a defect. You asked me to pay \$75 for the repair. In total, I have had to pay \$549.99 for the bike, the extended warranty, the repairs, and shipping.

According to section 37 of the Consumer Protection Act, "goods forming the object of a contract must be fit for the purposes for which goods of that kind are ordinarily used"—and this has, unfortunately, not been the case with my bicycle.

As I have lost trust in you and in this bike, I am hereby giving you formal notice of my demand that you take back the bike and repay me the sum of \$549.99 within ten (10) days.

Otherwise, legal proceedings may be taken against you forthwith and without further notice.

Please govern yourself accordingly.

[signature]

Alex Gendron
1250, avenue de la Jonquille
Grandville (Québec)
DOH ODO