

**COMPETITION TRIBUNAL**

**IN THE MATTER OF** the *Competition Act*, R.S.C. 1985, c. C-34, and the *Competition Tribunal Rules*, SOR/94-290;

**AND IN THE MATTER OF** an application to the Competition Tribunal by the Commissioner of Competition for an order pursuant to subsections 79(1), 79(2) and 79(3.1) of the *Competition Act* regarding certain water heater return policies and procedures of Reliance Comfort Limited Partnership;

**AND IN THE MATTER OF** the filing and registration of a consent agreement pursuant to section 105 of the *Competition Act*.

**BETWEEN:**

COMPETITION TRIBUNAL  
TRIBUNAL DE LA CONCURRENCE  
**REGISTERED / ENREGISTRÉ**  
**FILED / PRODUIT**

November 5, 2014  
CT-2012-002

Jos LaRose for / pour  
REGISTRAR / REGISTRAIRE

**THE COMMISSIONER OF COMPETITION**

**Applicant**

— and —

OTTAWA, ONT

# 170

**RELIANCE COMFORT LIMITED PARTNERSHIP**

**Respondent**

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**CONSENT AGREEMENT**

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## **RECITALS**

**WHEREAS** the Commissioner has made an application to the Tribunal for an order pursuant to subsections 79(1), 79(2) and 79(3.1) of the Act, prohibiting Reliance from abusing its dominant position by imposing exclusionary water heater return policies and procedures; directing Reliance to take certain other actions necessary to overcome the effects of its practice of anti-competitive acts; and directing Reliance to pay an administrative monetary penalty and costs;

**AND WHEREAS** following an investigation the Commissioner has concluded that Reliance substantially or completely controls the Relevant Market;

**AND WHEREAS** the Commissioner has concluded that Reliance has engaged in and is engaging in a practice of anti-competitive acts by implementing water heater return policies and procedures with the purpose and effect of excluding actual and/or potential competitors from the Relevant Market;

**AND WHEREAS** the Commissioner has concluded that Reliance's practice of anti-competitive acts has had, is having and is likely to have the effect of preventing and lessening competition substantially in the Relevant Market;

**AND WHEREAS** the Commissioner has concluded that implementation of this Agreement, pursuant to section 105 of the Act, is necessary to remedy the substantial prevention and lessening of competition in the Relevant Market;

**AND WHEREAS** Reliance attorns to the jurisdiction of the Tribunal and the courts for the purposes of this Agreement and any proceeding initiated by the Commissioner relating to this Agreement;

**AND WHEREAS** the Commissioner and Reliance agree to the immediate registration of this Agreement with the Tribunal, pursuant to section 105 of the Act;

**AND WHEREAS IT IS AGREED AND UNDERSTOOD THAT** for the purposes of this Agreement, including execution, registration, enforcement, variation or rescission, including in any proceedings under section 106 of the Act, Reliance does not and will not contest the Commissioner's conclusions or that the circumstances that led to the making of this Agreement are as specified herein, but Reliance does not accept the Commissioner's allegations and nothing in this Agreement will be taken as an admission or acceptance by Reliance of any facts, liability, wrongdoing, submissions, legal argument or conclusions for any other purpose;

**THEREFORE** the Parties agree as follows:

### **I. DEFINITIONS**

1. Whenever used in this Agreement, the following words and terms have the following meanings:
  - a. **"Act"** means the *Competition Act*, R.S.C. 1985, c. C-34, as amended;
  - b. **"affiliate"** means, in relation to another person, control of or by that person or that both persons are controlled by the same person;
  - c. **"Agency Agreement"** means a written agreement, including any subsequent amending agreements, pursuant to which a Customer appoints a person as its Agent;
  - d. **"Agent"** means a person validly appointed or designated by a Customer, pursuant to an Agency Agreement, to act for or on behalf of the Customer in its dealings with Reliance,

and includes any contractors, sub-contractors or employees of the Agent or any other person acting for or under the authority of the Agent;

- e. **“Agreement”** means this Consent Agreement, entered into by Reliance and the Commissioner pursuant to section 105 of the Act;
- f. **“Commissioner”** means the Commissioner of Competition, appointed pursuant to section 7 of the Act, or any person designated by the Commissioner to act on his behalf;
- g. **“Consumer Protection Act”** means the *Consumer Protection Act, 2002 (Ontario)*, as amended;
- h. **“control”** means “control” as defined in subsection 2(4) of the Act, and also includes the ability to materially influence the economic behaviour of a person;
- i. **“Customer”** means a person who is subject to a Rental Agreement with an Installed Address in the Relevant Market, including a person who has become subject to a Rental Agreement by reason of purchasing or renting a residential dwelling in which a Reliance rental water heater previously has been installed;
- j. **“day”** means a calendar day;
- k. **“Effective Date”** means the date on which this Agreement is recorded by the Tribunal as having been registered, pursuant to section 105 of the Act;
- l. **“Exempt Agreements”** means:
  - i. Rental Agreements entered into prior to the Effective Date that are subject to minimum 84 month terms;
  - ii. Rental Agreements acquired by Reliance through portfolio acquisitions between January 1, 2007 and the Effective Date; and
  - iii. National Rental Agreements;
- m. **“Exit Charge”** means, unless specifically permitted in this Agreement, any amount levied, imposed, debited or otherwise charged, directly or indirectly, by Reliance to a Customer or its Agent on or after the earlier of Reliance’s receipt of a Notification of Termination or the termination date set out in paragraph 5(e) of this Agreement;
- n. **“Incentive”** means a promotion, discount, rebate, allowance or other similar incentive offered to a Customer;
- o. **“including”** and **“includes”** mean including but not limited to;
- p. **“Installed Address”** means the residential address where the water heater that is the subject of a Rental Agreement was or is installed;
- q. **“National”** means National Energy Corporation and its affiliates;
- r. **“National Rental Agreement”** means rental agreements entered into between National and a customer prior to the Effective Date relating to the rental by National to the

customer of a water heater for residential use and/or to any maintenance or repair services provided by National to the customer in relation to such water heater;

- s. **“Notification of Termination”** means the notification of the Customer’s termination of a Rental Agreement, provided by a Customer or its Agent to Reliance in accordance with the provisions of this Agreement, and for which Reliance shall not require any information beyond the following:
  - i. the Customer’s name, as it appears on the Customer’s Reliance bill;
  - ii. the Customer’s address, as it appears on the Customer’s Reliance bill;
  - iii. the Customer’s Reliance account number for the account the Customer intends to terminate, as it appears on the Customer’s Reliance bill; and
  - iv. where the Customer or Agent intends to proceed pursuant subparagraph 5(c)(ii) of this Agreement, an indication of such;
- t. **“Parties”** means the Commissioner and Reliance together, each of which separately being a **“Party”**;
- u. **“person”** means any individual, sole proprietorship, partnership, joint venture, firm, corporation, association, trust, unincorporated organization or other business or government entity, and any subsidiaries, divisions, groups or affiliates thereof, whether acting alone or in concert with another person;
- v. **“record”** means “record” as defined in subsection 2(1) of the Act;
- w. **“related to”, “relating to” and “in relation to”** mean in whole or in part constituting, containing, concerning, pertaining to, discussing, describing, analyzing, identifying or stating;
- x. **“Relevant Market”** means the supply of water heaters and related services, including installation, maintenance, repair and disconnection services, to residential consumers in the local markets of Ontario where natural gas is not distributed by Enbridge, Inc.;
- y. **“Reliance”** means Reliance Comfort Limited Partnership and the business names under which it operates, including Reliance Home Comfort, and includes its directors, officers, employees, agents, successors and assigns; and its affiliates, joint ventures, divisions, groups, committees and task forces, and the respective directors, officers, employees, agents, predecessors, successors and assigns of each of the foregoing;
- z. **“Rental Agreement”** means any rental agreement or arrangement between Reliance and a Customer relating to the rental by Reliance to the Customer of a water heater for residential use and/or to any maintenance or repair services provided by Reliance to the Customer in relation to any such water heater;
- aa. **“Residential Water Heater Business”** means that part of Reliance’s business that involves the supply of water heaters for rent and the supply of related services, including installation, maintenance, repair and disconnection services, to Customers in the Relevant Market;

- bb. **“Tribunal”** means the Competition Tribunal, established by the *Competition Tribunal Act*, R.S.C. 1985, c.19 (2nd Supp.), as amended; and
- cc. **“water heater”** means an electric or natural gas-fuelled water heater of any design type, including conventional and power-vented units and tank and tankless units, installed for residential use and not for any commercial, industrial, institutional or any other non-residential use.

## **II. APPLICATION**

- 2. The provisions of this Agreement apply to:
  - a. Reliance; and
  - b. the Commissioner.

## **III. TERM**

- 3. Unless otherwise agreed to by the Parties, and subject to any order of the Tribunal or a court, the Parties shall be bound by the provisions of this Agreement for a period of ten (10) years from the Effective Date.

## **IV. OBLIGATIONS OF RELIANCE**

### OBLIGATIONS RELATING TO RENTAL AGREEMENT TERMINATION AND WATER HEATER RETURN

- 4. If a Customer appoints or designates an Agent pursuant to an Agency Agreement, Reliance shall deal with the Agent in relation to any and all aspects of a Customer’s termination of the Rental Agreement and return of the rental water heater, provided the Agency Agreement has not been found by a court of competent jurisdiction to be in contravention of applicable law and contains at least each of the following provisions:
  - a. the Agent’s full legal name and principal address;
  - b. the Customer’s name, address and Reliance account number, as each appears on the Customer’s Reliance bill;
  - c. a clause by which the Customer appoints the Agent to deal with Reliance in relation to specified or all aspects of a Customer’s termination of the Rental Agreement and return to Reliance of the rental water heater;
  - d. the date the Agency Agreement is entered into and its effective date;
  - e. the date the Customer received a written copy of the agreement for the supply of a water heater from the Agent;
  - f. the process by which the Customer or the Agent may terminate the Agency Agreement;
  - g. a clause by which the agency appointment is subject to the Agent notifying Reliance of the Agent’s appointment by the Customer within seven (7) days of the earlier of such appointment or the execution by the Customer of a new agreement for the supply of a water heater from the Agent;

- h. the signature of the person executing the Agency Agreement on behalf of the Agent; and
- i. the signature of the customer.

Reliance may, at its own expense, verify that a Customer has entered into an Agency Agreement and that the Agency Agreement remains in effect, but such verification may not be used by Reliance to delay complying with the Agent's instructions, or to affect in any way the obligation of Reliance to comply with all other provisions of this Agreement, including the time periods set out herein. Notwithstanding the foregoing, it is acknowledged that if the items (a) to (i) (inclusive) above are not provided and complied with in the Agency Agreement, Reliance shall have no obligation to comply with the Agent's instructions until such items are provided.

- 5. Reliance shall permit a Customer or its Agent to terminate a Rental Agreement and to return to Reliance the water heater that is the subject of such Rental Agreement as follows:
  - a. Reliance shall permit a Customer or its Agent to terminate a Rental Agreement at any time by submitting a Notification of Termination;
  - b. Reliance shall permit a Customer or its Agent to submit a Notification of Termination by telephone, facsimile, e-mail or webform, and upon receipt of such Notification of Termination, Reliance shall:
    - i. record the date of the Notification of Termination; and
    - ii. provide the Customer or Agent who submitted the Notification of Termination with a unique identifier for the sole purpose of confirming the date of the Notification of Termination, such unique identifier to be provided by Reliance immediately in the case of receipt of the Notification of Termination by telephone and within two (2) days in the case of receipt of the Notification of Termination by facsimile, e-mail or webform to the reply address of the Customer or Agent indicated in the Notification of Termination facsimile, e-mail or webform. For greater clarity, Reliance shall not require the Customer or Agent to produce the unique identifier as a condition of returning to Reliance the water heater that is the subject of the Rental Agreement;
  - c. Reliance shall permit a Customer or its Agent to:
    - i. drain, disconnect, remove and/or return to Reliance the water heater that is the subject of the Rental Agreement; or
    - ii. request that Reliance drain, disconnect, remove and/or pick up at the Installed Address the water heater that is the subject of the Rental Agreement;
  - d. if a Customer or its Agent proceeds in accordance with subparagraph 5(c)(ii) of this Agreement, within two (2) days of receipt of the Notification of Termination, Reliance shall use commercially reasonable efforts to contact the Customer or its Agent to arrange a mutually acceptable time, which is to be within a four (4) hour time window to occur within five (5) days following expiry of any applicable "cooling off" period prescribed pursuant to subsection 43(1) of the *Consumer Protection Act* or within ten (10) days of receipt of the Notification of Termination from a Customer or an Agent in the case of there being no applicable "cooling off" period prescribed pursuant to subsection 43(1) of the *Consumer Protection Act*, during which Reliance will attend at the Installed Address and drain, disconnect, remove and/or pick up the water heater that is the subject of the Notification

of Termination, unless the Customer or its Agent requests and Reliance agrees to schedule a later date when Reliance will attend at the Installed Address and drain, disconnect, remove and/or pick up the water heater, the proof of any such agreement resting with Reliance;

- e. the Rental Agreement shall terminate and is hereby deemed to terminate upon the occurrence of the earlier of the following:
    - i. the date on which a Customer returns a water heater to Reliance;
    - ii. the date on which an Agent returns a water heater to Reliance in accordance with the applicable process above; or
    - iii. the date established under paragraph 5(d) of this Agreement on which Reliance is scheduled to pick up a water heater at the Installed Address. If the Customer or its Agent and the water heater are not present at the Installed Address on the date and within the time window established under paragraph 5(d) of this Agreement, the Rental Agreement shall terminate on such later date as Reliance and the Customer or its Agent may arrange for Reliance to attend at the Installed Address and drain, disconnect, remove and/or pick up the water heater.
6. In addition to, but not in lieu of, any mechanism or procedure under this Agreement by which a Customer or its Agent shall be permitted to terminate a Rental Agreement, including the termination procedures set out in section 5 of this Agreement, Reliance may permit a Customer or its Agent to terminate a Rental Agreement by any other means, including by purchasing the water heater that is the subject of the Rental Agreement.

#### OBLIGATIONS RELATING TO RENTAL FEES AND EXIT CHARGES

7. Other than relating to Exempt Agreements, when a Customer or its Agent provides Reliance with a Notification of Termination or after the termination date set out in paragraph 5(e) of this Agreement:
- a. Reliance shall not charge any Exit Charges, other than the following (which items (iii), (v) and (vi) may only be adjusted in accordance with any annual increase in the Canadian Consumer Price Index):
    - i. a pro-rated monthly or quarterly rental rate;
    - ii. outstanding rental fee payments, interest charges on outstanding rental fee payments and insufficient funds charges related to outstanding rental fee payments;
    - iii. a Rental Agreement termination charge not more than \$200, where the Customer's water heater is less than one year old, and not more than \$40 where the Customer's water heater is more than one year old but less than ten years old;
    - iv. Reliance's wholesale cost to repair damage to Reliance water heaters only when the following two conditions are met: (1) the damaged water heater is less than seven (7) years old; and (2) the damage was caused by a Person other than Reliance, the proof of any such damage being caused by a Person other than Reliance resting with Reliance.

- v. where the Customer or its Agent proceeds pursuant to subparagraph 5(c)(ii) of this Agreement, a pick-up charge (not including draining or disconnection) not more than \$65 in respect of a natural gas water heater, and not more than \$125 in respect of an electric water heater;
  - vi. where the Customer or its Agent proceeds pursuant to subparagraph 5(c)(ii) of this Agreement, a pick-up charge (including draining and disconnection) of not more than \$125 in respect of a natural gas or electric water heater; and
  - vii. the purchase price voluntarily agreed to by a Customer pursuant to paragraph 6 of this Agreement.
- b. For greater clarity, Reliance shall pro-rate the existing monthly or quarterly rental fee it charges to the Customer, as set out in paragraph 7(a)(i) above, to correspond with the date on which the Rental Agreement is deemed to be terminated, as such date is specified in paragraph 5(e) of this Agreement, and cease billing any additional rental fees after this date; and
  - c. Reliance shall provide the Customer at least twenty-five (25) days from the termination date set out in paragraph 5(e) of this Agreement within which to pay and settle the pro-rated monthly or quarterly rental fee or any other outstanding rental fees (except for any such past due rental fees incurred prior to the termination date set out in paragraph section 5(e)), as set out in paragraph 7(a)(i) and 7(a)(ii) above, prior to Reliance applying any interest charges to such fees. Reliance shall not take any actions to collect such fees for at least sixty (60) days from the termination date set out in paragraph 5(e) of this Agreement.

#### OBLIGATION TO FACILITATE WATER HEATER RETURNS

- 8. Reliance shall not, directly or indirectly prohibit or unreasonably delay, impede or interfere in any manner whatsoever with the termination of a Rental Agreement by a Customer or its Agent or the draining, disconnection, removal, pick-up and/or return to Reliance of the water heater by a Customer or its Agent. However, for greater certainty, nothing in this section or this Agreement shall limit Reliance's ability to:
  - i. communicate with its Customers or former Customers; or
  - ii. through an Incentive, retain a Customer or re-acquire a former Customer.
- 9. Reliance shall not enter into or withdraw from any arrangement, agreement or transaction in regards to water heaters or make any changes to its operations, policies or procedures that would be contrary to or inconsistent with the intended purpose of this Agreement; namely, to eliminate the anti-competitive behavior for the ultimate purpose of promoting and protecting competition in the Relevant Market. For greater certainty, and without limiting the generality of the foregoing, Reliance shall not:
  - a. adopt exclusionary policies and procedures relating to the return of water heaters by Customers or their Agents, including frustrating Customer attempts to switch water heater providers;
  - b. adopt exclusionary water heater return depot policies and procedures; and
  - c. levy exclusionary exit charges.



10. Reliance shall maintain, on a conspicuous location of its website, a search and “look-up” function that provides an up-to-date list of facilities that accept returns of Reliance water heaters, including the addresses and hours of operation of such facilities.

#### OBLIGATION RELATING TO RENTAL AGREEMENTS

11. Reliance shall ensure that any Rental Agreement subsequently entered into by Reliance during the term of this Agreement is drafted in accordance with, and complies with, the provisions of this Agreement.
12. Other than relating to Exempt Agreements, where there is a conflict between the terms of this Agreement and the terms of any Rental Agreement:
  - a. executed prior to the Effective Date; or
  - b. acquired by Reliance from another Person,

Reliance shall be required to follow the terms of this Agreement. For greater clarity, and by way of example only, if a pre-existing or newly-acquired Rental Agreement (other than an Exempt Agreement) permitted Reliance to charge Customers Exit Charges in excess of those set out in paragraph 7(a) above, the Exit Charges in paragraph 7(a) would comprise the maximum amount Reliance could charge a Customer.

#### OBLIGATION TO MAKE CERTAIN PAYMENTS

13. Reliance shall pay an administrative monetary penalty in the amount of five million dollars (\$5,000,000).
14. Reliance shall pay costs and disbursements incurred by the Competition Bureau during the course of its investigation into this matter in the amount of five hundred thousand dollars (\$500,000).
15. The payments referred to in paragraphs 13 and 14 above shall be made as soon as possible and no later than ten (10) days after the Effective Date, by certified cheque or wire transfer payable to the Receiver General for Canada.

#### OBLIGATION RELATING TO ANY SALE OF THE RESIDENTIAL WATER HEATER BUSINESS

16. Reliance shall cause any agreement or arrangement transferring ownership or operation, in whole or in part, in Reliance or in its Residential Water Heater Business or the assets thereof to contain a specific written clause indicating the acceptance by any purchaser or operator thereof of, and its agreement to adhere to, the terms of this Agreement.

### **V. IMPLEMENTATION, REPORTING AND COMPLIANCE**

17. Within fourteen (14) days of the Effective Date, Reliance shall provide a copy of this Agreement to each of its officers, employees and agents who have managerial responsibility in relation to any matters referred to in this Agreement, and in doing so Reliance shall indicate that compliance with this Agreement is the policy of Reliance.
18. Within thirty (30) days of the Effective Date, Reliance shall establish, and thereafter maintain, a corporate compliance program (the “Compliance Program”), the goal of which is to promote the compliance of Reliance personnel, including senior management, with the Act. The Compliance

Program shall be consistent with the Commissioner's Information Bulletin on "Corporate Compliance Programs" published on 27 September 2010, as revised from time to time.

19. Within thirty (30) days of the Effective Date, Reliance shall notify in writing all of its Customers, by way of its website and press releases, of the provisions of this Agreement. Reliance shall also notify all of its Customers of the provisions of this Agreement by way of a bill insert to be included in its next scheduled billing cycle, which shall occur not more than ninety (90) days after the Effective Date. The content of these notifications shall be subject to consultation and joint agreement between Reliance and the Commissioner. Further, for the term of this Agreement, Reliance shall maintain a link, titled "Competition Bureau Consent Agreement", on the home page of its website to electronic copies of these notifications.
20. Within thirty (30) days of the Effective Date, the President and Chief Executive Officer of Reliance shall provide an affidavit to the Commissioner that describes in reasonable detail:
  - a. all actions Reliance has taken, and all steps Reliance has implemented on an ongoing basis, to comply with the provisions of this Agreement; and
  - b. the calculation methodology used to determine the damage charges in paragraph 7(a)(iv) of this Agreement,

and where Reliance alters the calculation methodology used to determine the damage charges in paragraph 7(a)(iv) of this Agreement at any time during the term of this Agreement, it shall immediately notify the Commissioner of such alteration, describe the altered methodology and provide the rationale for the alteration.

21. For purposes of determining or securing compliance with this Agreement, and subject to any legally recognized privilege, within thirty (30) days of having received a written request from the Commissioner, Reliance shall, forthwith and without restraint or interference:
  - a. provide to the Commissioner certified true copies of any records in the possession or under the control of Reliance related to any matters referred to in this Agreement as are requested by the Commissioner, such response to be accompanied by an affidavit certifying that all requested records have been provided, and with any copying services to be provided by Reliance at its sole expense;
  - b. respond to any written questions from the Commissioner related to any matters referred to in this Agreement, such response to be accompanied by an affidavit certifying its accuracy and completeness; and
  - c. provide to the Commissioner a sufficient opportunity to interview directors, officers, managers or employees of Reliance in relation to any matters referred to in this Agreement;

it being understood that nothing in this section shall be construed so as to derogate from any protections afforded by section 29 of the Act.

22. Reliance shall notify the Commissioner forthwith of any actual or possible breach by Reliance of any of the provisions of this Agreement, and shall provide details sufficient to describe the nature, date and effect (actual or anticipated) of the breach, and the actions taken and proposed to be taken by Reliance to remedy the breach.

## VI. NOTICES

23. Notices, reports and other communications required or permitted by the Commissioner and Reliance pursuant to any of the provisions of this Agreement or in any proceedings arising herefrom before the Tribunal or the courts shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the Parties as follows:

a. If to the Commissioner:

Commissioner of Competition  
Competition Bureau  
Place du Portage, Phase I  
50 Victoria Street  
Gatineau, Québec K1A 0C9

Facsimile: (819) 953-5013

With a copy to:

Executive Director and Senior General Counsel  
Competition Bureau Legal Services  
Department of Justice  
Place du Portage, Phase I  
50 Victoria Street  
Gatineau, Québec K1A 0C9

Facsimile: (819) 953-9267

b. If to Reliance:

General Counsel  
Reliance Comfort Limited Partnership  
2 Lansing Square, 12<sup>th</sup> Floor  
Toronto, Ontario M2J 4P8

Facsimile: (416) 756-8220

With a copy to:

Torys LLP  
79 Wellington Street West, Suite 3000  
TD Centre, PO Box 270  
Toronto, Ontario M5K 1N2

Facsimile: (416) 865-7380

Attn.: Mr. Dany H. Assaf

and

Borden Ladner Gervais LLP  
Scotia Plaza  
40 King Street West, 44<sup>th</sup> Floor  
Toronto, Ontario M5H 3Y4

Facsimile: (416) 367-6000

Attn.: Mr. Robert S. Russell

or to such other street address, individual or electronic communication number or address as may be designated by notice given by any Party to the other Party in accordance with the provisions of this section. Any notice, report or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery and, if given by registered mail, on the fifth (5<sup>th</sup>) day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the day during which such normal business hours next occur if not given during such hours on any day. If the Party giving any notice, report or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such notice, report or other communication may not be mailed but must be given by personal delivery or by electronic communication.

## **VII. GENERAL**

24. The recitals of this Agreement are integral to, and deemed to be a part of, this Agreement.
25. The headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
26. This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein.
27. Computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. 1-21. For the purposes of this Agreement, the definition of "holiday" in the *Interpretation Act* shall be deemed to include a Saturday.
28. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, with respect to the subject matter hereof.
29. The Parties may mutually agree to amend this Agreement in any manner pursuant to section 106 of the Act. Other than in respect of the term of this Agreement, the Commissioner may extend any of the time periods under this Agreement within which any action must be taken.
30. Nothing in this Agreement precludes Reliance or the Commissioner from bringing an application under section 106 of the Act (or a successor or equivalent provision under the Act) to rescind or vary this Agreement. For greater certainty, the Tribunal shall retain jurisdiction for the purposes of any application by the Commissioner or Reliance to rescind or vary this Agreement pursuant to section 106 of the Act.
31. In the event of a dispute regarding the interpretation, application or implementation of this Agreement, including any decision by the Commissioner pursuant to this Agreement or any alleged breach of this Agreement on the part of Reliance, any of the Commissioner or Reliance may apply to the Tribunal for directions or a further order.

32. In the event of any discrepancy between the English language version of this Agreement and the French language version of this Agreement, the English language version of this Agreement shall prevail.
33. This Agreement may be executed in counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and same the instrument.

**DATED** this 3<sup>rd</sup> day of November, 2014.

[Original signed by John Pecman]  
John Pecman  
Commissioner of Competition

**Reliance Comfort Limited Partnership**

[Original signed by Sean O'Brien]  
Sean O'Brien  
President & Chief Executive Officer