OTTAWA ROOFING PRO

Contracts, Deposits & Holdbacks

Written contracts, the 10-day cancellation right, estimates, the Construction Act holdback and liens for Ottawa roofing jobs

5 Expert Answers from Roofing IQ

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Q1

Roofing contract missing the total price in Ontario, valid?

Under the Consumer Protection Act, 2002, a direct agreement must set out the total amount payable. If that line is missing, the contract does not meet the written requirements the law sets out.

A direct agreement is one negotiated or concluded in person somewhere other than the supplier's place of business, such as at your kitchen table or in your driveway. A roofing quote signed at your home is likely one. For any direct agreement over $50, the Act requires the contract to be in writing, signed by both parties, and to include a fair description of the work, the total amount payable, the terms of payment, and an itemized list of prices including taxes. A contract missing the total price is missing one of those required elements.

What that means in practice: if you did not receive a written copy that meets all those requirements, the Act gives you the right to cancel without any reason within one year of when the agreement was made, rather than the standard 10 days you get when a proper copy is in hand. The Act also says that if the agreement includes an estimate, the supplier cannot charge more than 10 per cent over it.

A few other things worth knowing before you sign anything:

- The Construction Act requires you to hold back 10 per cent of the price of the services and materials as they are supplied. Ask a lawyer about release timing.
- If the contract covers a flat-roof membrane, a metal roof, or any structural change, confirm with the City of Ottawa whether a permit is needed before work starts. The City's exemption from permits names installing asphalt shingles specifically.
- You can search the contractor's current WSIB clearance online. If this is a rental or investment property rather than your own home, the homeowner exemption from obtaining a clearance does not apply to you.

Before you sign, go back to the roofer and ask them to put the total price, the itemized breakdown, the payment terms, and the written warranty in the contract. If they are unwilling to do that, the City of Ottawa's Building Code Client Service Centre is the right place to ask about permit questions, but for a contract dispute, a lawyer familiar with the Consumer Protection Act, 2002 is the person to speak with first, because they can tell you what your cancellation and remedy options are based on exactly what your agreement says.

Q2

Does an Ontario roofing contract have to be in writing?

Not always by law, but the Consumer Protection Act, 2002 creates a strong writing requirement in one common situation: if a roofer comes to your door, or you sign a quote at your kitchen table or anywhere other than the roofer's place of business, that agreement is likely a "direct agreement" under the Act. Any direct agreement over $50 must be in writing, signed by both parties, and must include a fair description of the work, the total amount payable, the terms of payment, and an itemized list of prices including taxes.

If you have a direct agreement and the written copy was never properly given to you, you have up to one year to cancel it without any reason. If you did receive the written copy, you have 10 days to cancel without any reason. And if the agreement includes an estimate, the supplier cannot charge more than 10 per cent over that estimate, regardless of how the contract was formed.

A few other rules apply once work starts. The Construction Act requires an owner to hold back 10 per cent of the price of the services or materials as they are supplied. Ask a lawyer about release timing on a larger job. A contractor's lien expires 60 days after the earlier of completion, abandonment or termination unless it has been preserved, but the timing is a legal question and the Act sets out the details.

Even where no law forces a written contract, a written quote protects you in a practical way. A fair written quote for a roofing job should set out the scope of work, the materials to be used, the price for tear-off and disposal, a per-square-foot rate for any rotten sheathing found at tear-off, what flashing and ventilation work is included, the warranty terms in writing, and confirmation of WSIB coverage.

Before the roofer arrives, here is what you can check without going near the roof or a ladder: from inside the attic, look for daylight coming through the sheathing, frost or staining on the underside of the sheathing, and damp or compressed insulation near the eaves; from the ground, scan the roof surface for missing, curling or bare patches, and mention any granules in the eavestroughs to the roofer.

Q3

Deposit paid and the Ottawa roofer disappeared, what can I do?

Losing a deposit to a contractor who has stopped responding is a serious situation, and you have several concrete options under Ontario law.

Start by gathering everything in writing: the contract or quote, any text messages, emails, receipts, bank records showing the payment, and photos of the roof as it stands. The more documentation you have, the stronger your position.

If the agreement was signed somewhere other than the contractor's place of business, such as at your kitchen table, it is likely a "direct agreement" under the Consumer Protection Act, 2002. That law requires the contract to be in writing, signed by both parties, and to include a description of the work, the total price, payment terms, and an itemized price list including taxes. If you received a proper written copy, you had 10 days to cancel without reason. If you never received a proper written copy, that cancellation window extends to one year from the date you entered the agreement. How to cancel in writing and what follows is a question to put to a lawyer.

If the contractor has simply gone silent and the cancellation route does not resolve it, you have a few paths:

- Ask your bank or card issuer what options you have for the payment.
- Ask a lawyer or paralegal about a claim against the contractor or their company.
- If the contractor is registered with WSIB, you can search their clearance status online, though that alone does not resolve a deposit dispute.

One thing to note: the Construction Act requires an owner to hold back 10 per cent of the price of services and materials as they are supplied. Since no work was done here, that holdback provision is less directly relevant, but it matters if work begins later under a new arrangement.
Going forward, a written contract before any money changes hands is the clearest protection. The Consumer Protection Act, 2002 requires that a direct agreement include an itemized price list, and if an estimate is included, the final charge cannot exceed that estimate by more than 10 per cent.

Before you engage another roofer, search their current WSIB clearance yourself and get the full contract in writing before any deposit changes hands.

Q4

Roofing contract signed online in Ontario: same cancellation rights?

The 10-day cancellation right in the Consumer Protection Act, 2002 belongs to a "direct agreement": one negotiated or concluded in person somewhere other than the supplier's place of business or a market place. A contract signed at your kitchen table fits that definition. Whether an agreement negotiated and completed entirely online counts depends on how it was made, and we found no source that settles it for roofing, so ask a lawyer if it matters to you.

For a direct agreement over $50, the Consumer Protection Act, 2002 requires the contract to be in writing, signed by both parties, and to include a fair description of the work, the total amount payable, the terms of payment, and an itemized list of prices including taxes. If the contract includes an estimate, the supplier cannot charge more than 10 per cent above it. For a direct agreement, if a proper written copy was never delivered to you, the cancellation window extends to one year. So the delivery of a complete, compliant written copy matters a great deal.

A few other things worth knowing before you commit:

- The Construction Act requires an owner to hold back 10 per cent of the price of services and materials as they are supplied. Ask a lawyer about release timing on a larger job.
- We found no rule capping deposits, so read that line carefully before signing.
- The City of Ottawa's permit exemption names installing asphalt shingles specifically; if the work involves other materials or structural changes, confirm with the City whether a permit is needed before work starts.
- You can search the contractor's WSIB clearance online; a clearance is valid for up to 90 days and is renewable.

If you are uncertain whether your specific agreement qualifies as a direct agreement, or what your cancellation rights are under it, that is a question for a lawyer rather than a roofing site. The Consumer Protection Act, 2002 is the place to start, but how it applies to a particular contract depends on the facts.
Before you commit your signature, ask the roofer to show you the complete written contract with every item priced individually, including taxes, so you can confirm it meets the Act's requirements on paper before any money changes hands.

Q5

What should an Ottawa roofing contract say about extras?

A roofing contract should spell out exactly how extras are priced before work starts, not after the crew finds something unexpected under the old shingles.

The Consumer Protection Act, 2002 sets the floor. If a roofer quotes you a price and the contract includes that estimate, the final bill cannot exceed it by more than 10 per cent. That rule applies to any direct agreement, meaning a contract signed somewhere other than the roofer's place of business, such as your kitchen table. The contract must be in writing, signed by both parties, and must include a fair description of the work, the total amount payable, the payment terms, and an itemized price list including taxes. You have 10 days to cancel after receiving a proper written copy, with no reason required. If you never received a proper copy, that window extends to one year.

One extra the published quotes list is rotten sheathing found once the old shingles come off: about $3 to $6 per square foot of sheathing replaced, priced as an add-on. A fair contract names that rate in writing before work starts, so there is no negotiation mid-job when the crew is already on the roof. Ask for the per-square-foot rate and whether there is a minimum charge.

Other extras worth pinning down in writing:

- flashing replacement at the chimney, valleys or skylights, and whether it is included or priced separately
- eave protection, which the 2024 Ontario Building Code (Div. B, 9.26.5.1.) requires to run at least 900 mm up the roof slope to a line at least 300 mm inside the inner face of the exterior wall when shingles are replaced
- ventilation work, if the roofer finds the attic space does not meet the Code's requirements under Section 9.19
- disposal, since the quote may or may not include hauling away the old material
- any permit fees, if the scope of work goes beyond installing asphalt shingles and a permit turns out to be needed

The Construction Act also matters here: it requires an owner to hold back 10 per cent of the price of the services and materials as they are supplied. For a larger job, ask a lawyer about the timing of releasing it.
Before you sign, ask the roofer to write the sheathing rate, the flashing scope, and the disposal arrangement into the contract as separate line items, not buried in a lump sum.

Before a roofer arrives, check the attic on a bright day for daylight showing through the sheathing, look for water stains or frost on the underside of the roof deck, and mention any granules you see in the eavestroughs to the roofer.

Disclaimer: This guide is provided for informational purposes only by Ottawa Roofing Pro. It does not constitute professional advice. Always consult qualified contractors and your local building authority (the City of Ottawa or your own municipality) before starting any roofing project, and do not go on a roof yourself. Roofing work in Ontario must meet the 2024 Ontario Building Code (O. Reg. 163/24). Information is current as of November 15, 2026 and may change. Visit **ottawaroofingpro.ca** for the latest answers.