OTTAWA CONSTRUCTION BINS

Booking, Cancelling & Contracts

Booking a bin by phone, online or in person under Ontario's Consumer Protection Act: cancellation, written agreements and card charges

7 Expert Answers from Bin IQ

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Q1

What should an Ontario bin rental agreement say about damage?

Ontario's Consumer Protection Act, 2002 requires that a future performance agreement, which a bin rental is when delivery and pickup happen after you sign, be in writing and include specific information. If you do not receive a written copy that meets those requirements, you have up to one year to cancel under s.23. That is the legal floor; the damage terms themselves are contract language, not a statutory list.

What a damage clause should cover

A written bin rental agreement should spell out, at minimum:

- who is responsible if the bin damages the surface it sits on (driveway, interlock, asphalt, lawn), and whether the company puts boards or planks underneath
- who pays if the bin is damaged while on your property (by a vehicle, a falling branch, or overloading past the fill line)
- what "overloading" means in the agreement, whether by weight, by fill height, or both
- what happens if prohibited items are found in the bin when it is picked up, including any extra charges and whether the load can be refused
- whether a fuel or environmental surcharge, or a winter scrape fee for a frozen load, is a fixed amount or calculated at pickup

Ask each of those questions before you sign, and get the answers in the agreement itself, not in a separate email. If the company says "we'll sort it out after," that is a gap worth closing in writing before the bin arrives.
On placement: the City's TCE permit covers City land, which includes the road, boulevard, sidewalk and public laneways. The end of a driveway near the street can fall on City land; check geoOttawa or ask the City's ROW Permit Office where the property line sits. If the bin goes on the street, agree in writing with the company who applies for the City's TCE permit, because the permit is in the holder's name and is not transferable.

One practical step before the drop-off date: confirm in writing the exact spot where the bin will land, so that both you and the company agree on the surface, the overhead clearance, and whose land it is.

Q2

Who pays if neighbours dump in my rented bin in Hintonburg?

Liability for what a neighbour dumps in your bin sits between you and the bin company, not with the City or any provincial rule. The rental agreement is the document that matters here.

Bin rental contracts put the bin in your care for the rental period. We found no Ontario law that shifts responsibility for unauthorized dumping to a third party; the company's terms will say who is liable for the contents when the bin is picked up. In practice, the question to ask before you sign anything is: if someone adds material that triggers a surcharge or a refused-load fee, does that charge land on your invoice? Ask for the answer in writing.

A few things that follow from that:

- Companies set their own lists of refused and surcharged items. Tires, batteries, paint, propane or pressurised tanks, hazardous and medical waste are refused by two or more companies. Appliances and mattresses draw a per-item charge at some companies. If a neighbour tosses a tire in overnight, the surcharge question is live.
- Some companies add a fuel or environmental surcharge on top of the base price. An unexpected item in the bin can change what you owe.
- Ask whether the company will document the bin's contents at pickup, and whether you can dispute a charge tied to material you did not put in.

If the bin sits on the street or boulevard in Hintonburg, it needs the City's TCE permit, and the permit holder is responsible for the encroachment area. That does not resolve the dumping question with the bin company, but it is worth knowing that the permit holder's name is on record with the City.
Positioning the bin on your driveway rather than the street removes the permit question and can make it easier to cover or lock the bin between loading sessions. We found no City rule requiring a cover, but ask the company whether they offer one and whether it affects the price.

Before you pay a deposit or sign anything, read the cancellation terms in the agreement so you know what it costs to change course if the job runs long or short.

Q3

Should a bin booking for next month be in writing in Ontario?

Yes, and Ontario's Consumer Protection Act, 2002 sets out when that requirement is mandatory.

A bin booking is a future performance agreement under the Act when delivery, performance or payment in full is not made at the moment you sign. Section 22 says every future performance agreement over the prescribed amount (fifty dollars under O. Reg. 17/05) shall be in writing. If you do not receive a written copy that meets the Act's requirements, section 23 gives you up to one year to cancel.

How you book also matters. If you book online, the Act treats it as an internet agreement: the supplier must disclose set information, give you an express opportunity to accept or decline, and deliver a written copy. If you book by phone, it is a remote agreement, and similar disclosure and copy rules apply. Where those steps are missing, cancellation rights open up, with windows of seven days (missing disclosure or accept step) or thirty days (no written copy delivered). A direct agreement, meaning one negotiated or concluded in person somewhere other than the supplier's place of business, can be cancelled without any reason from the date you enter into it until 10 days after you receive the written copy (s.43(1)).

A written quote or confirmation for next month's bin should spell out the pricing model, the number of days included, what tonnes are included (if the quote is all-in), the extra-day rate, the list of refused and surcharged items, who is responsible for any street permit if the bin goes on the road, and how and when your card is charged. Ask for the cancellation terms in writing as well.

Ask for that written copy before you pay, and keep it until the bin has been picked up.

Q4

Can I cancel a bin I booked over the phone in Ontario?

Phone bookings sit in a gap in Ontario's Consumer Protection Act, 2002, and the answer depends on what the agreement looks like on paper.

The Act gives a 10-day cancellation right under s.43(1) for a "direct agreement," which the Act defines as one "negotiated or concluded in person at a place other than (a) at the supplier's place of business, or (b) at a market place." A phone call is not in person, so a phone booking does not meet that definition and the 10-day right does not apply to it automatically.

A phone booking fits the Act's remote agreement, one "entered into when the consumer and supplier are not present together" (s.44 to s.47), which has its own disclosure and written-copy requirements. The cancellation rights under those sections turn on whether the company gave you the required disclosures and delivered a written copy of the agreement. The rules are similar in structure to those for internet agreements: if the required steps were missed, a cancellation right opens, but the trigger is the missing step, not the booking method alone.

What does apply regardless of how you booked: s.22 says every future performance agreement must be in writing when the amount is over the prescribed threshold (O. Reg. 17/05 sets that at $50). A bin rental where delivery, pickup or payment happens after you book is a future performance agreement. Under s.23, if you did not receive a written copy that meets the Act's requirements, you may cancel within one year. That is the clearest protection available for a phone booking where nothing was sent to you in writing.

Practically, this means the written confirmation the company sends after your call matters a great deal. Read it before the bin arrives. Check whether it names a cancellation window, a deposit condition, and what happens if you cancel after delivery. Ask the company to confirm the cancellation terms in writing before you commit, because the Act's protections depend partly on what was or was not disclosed.

Before you confirm the booking, ask the company exactly what it will charge if you need to cancel after the bin has been delivered.

Q5

Does Ontario's 10-day cancellation right cover online bin bookings?

The 10-day cancellation right under Ontario's Consumer Protection Act, 2002 applies specifically to direct agreements, defined in the Act as agreements "negotiated or concluded in person at a place other than (a) at the

supplier's place of business, or (b) at a market place." An online bin booking is not a direct agreement, so s.43(1)'s 10-day right does not automatically apply to it.

Online bookings fall under the Act's internet agreement rules (s.38 to s.40). Those sections require the supplier to disclose set information, give you "an express opportunity to accept or decline," and deliver a written copy of the agreement. Cancellation rights under the internet agreement rules are narrower: you can cancel within 7 days if the required disclosure or the accept-or-decline step was missing, and within 30 days if no written copy is delivered. If the supplier meets all three requirements, neither the 7-day nor the 30-day right is triggered, and your cancellation terms are whatever the agreement says.

Because a bin booking is likely a future performance agreement under the Act (delivery and pickup happen after you pay), s.22 requires it to be in writing, and s.23 gives you up to one year to cancel if you never receive a copy that meets the Act's requirements. The prescribed amount under O. Reg. 17/05 is $50, and every published Ottawa bin price we saw is above it.

What this means in practice: read the cancellation clause before you pay anything, and ask the company in writing what happens to a deposit or pre-authorisation if you cancel. We found no Consumer Protection Act rule specific to deposits or card pre-authorisation for bin rentals, so the answer depends entirely on the contract.

The single most useful thing to do before entering your card number is to read the cancellation terms in the agreement and confirm them in writing with the company.

Q6

Is a bin rental deposit refundable under Ontario law?

Deposits and pre-authorisations for bin rentals sit in a gap in Ontario's Consumer Protection Act, 2002: the Act sets out cancellation rights and disclosure rules, but we found no provision in it that specifically addresses whether a deposit for a bin rental is refundable, or on what terms.

What the Act does say depends on how the agreement was formed. If you booked online, it is an internet agreement under sections 38 to 40, and the supplier must give you an express opportunity to accept or decline and deliver a written copy. If you and the company were not in the same place when you agreed, it is a remote agreement under sections 44 to 47, with similar disclosure and copy requirements. A bin rental that is paid later or picked up later is a future performance agreement under section 22, which must be in writing if the amount exceeds the prescribed threshold of $50 under O. Reg. 17/05. Under section 23, if you do not receive a written copy that meets the Act's requirements, you may cancel within one year. None of those provisions tells you the deposit itself

must be returned; they govern the agreement's form and your right to cancel it.

The deposit terms are therefore a contract question, not a statutory one. Before you pay anything, ask the company these things in writing:

- whether the deposit is applied to the final bill or held separately
- under what conditions it is returned in full, partly or not at all
- how and when the card is charged, and whether a pre-authorisation hold is used instead of an immediate charge
- what the cancellation terms are and whether they change once the bin has been dispatched

The company's written cancellation policy matters here because the Act's 10-day cancellation right under section 43(1) applies only to direct agreements, meaning ones negotiated in person somewhere other than the supplier's place of business. A phone or online booking is not a direct agreement, so that 10-day right does not automatically apply to your booking.

Start with the bin company, not the City: the deposit is a private contract term, and the City's role begins only if the bin goes on a public road and a TCE permit is needed. The company can tell you its deposit policy right now; the City cannot.

Q7

Booking a bin at an Ottawa company's yard or at home: are my rights different?

Yes. Where and how you book changes which cancellation rules apply under Ontario's Consumer Protection Act, 2002.

Booked at home: an agreement negotiated or concluded in person somewhere other than the supplier's place of business is a direct agreement. Every direct agreement must be in writing (s.42), and under s.43(1) you may cancel it without any reason from the date you enter into it until 10 days after you receive the written copy.

Booked at the company's yard: the Act's definition of a direct agreement leaves out agreements made at the supplier's place of business, so the 10-day right in s.43(1) does not cover that booking. What you can do then depends on the written terms and the Act's other rules.

Booked online or by phone: a booking formed by text-based internet communications is an internet agreement (s.38 to s.40). The supplier discloses set information, gives you an express opportunity to accept or decline, and delivers a copy in writing. You may cancel within 7 days only where the disclosure or the accept-or-decline step was missing, and within 30 days where no copy is delivered. A phone booking is a remote agreement, with a similar disclosure-and-copy scheme (s.44 to s.47).

Booked for a later drop-off: an agreement where delivery, performance or payment in full is not made when you enter it is a future performance agreement. Over $50 it must be in writing (s.22), and if you do not receive a copy that meets the requirements, you may cancel within one year (s.23).

We found no Consumer Protection Act rule specific to deposits or card pre-authorisation for bins, so ask how and when the card is charged.

Before paying, read the agreement's cancellation clause and note which of these booking types yours is.

Disclaimer: This guide is provided for informational purposes only by Ottawa Construction Bins. It does not constitute professional advice. Always consult qualified contractors and your local building authority (the City of Ottawa) before placing a bin. A bin on the road, boulevard, sidewalk or a public laneway needs the City's Temporary Construction-related Encroachment (TCE) permit, and asbestos never goes in an ordinary bin. Information is current as of November 15, 2026 and may change. Visit **ottawaconstructionbins.ca** for the latest answers.