



I join the Majority in full. I write separately to further emphasize the purpose of the Unfair Trade Practices and Consumer Protection Law (UTCPL)<sup>1</sup> and the Home Improvement Consumer Protection Act (HICPA)<sup>2</sup> and to note that Gillece Services, L.P., its General Partner, Gillece Plumbing and Heating, Inc., and Thomas J. Gillece (collectively, Gillece) could have avoided this litigation entirely had they operated with the interests of their consumers in mind. The Majority correctly notes that Gillece’s proposed interpretation of the UTCPL and HICPA would subvert the purpose of those statutes, which both serve to protect consumers. (See Majority Op. at 13.) Gillece had knowledge that their consumers desired to cancel work contracts, but instead of simply honoring those cancellation requests or providing their consumers with further written forms to document the cancellation, Gillece rushed to perform unwanted work. Gillece then attempted to utilize the UTCPL’s requirement that a consumer provide a seller with written notice of cancellation as a sword against their consumers when, through its intended purpose, the UTCPL acts as a shield that “aims to protect the consumers of the Commonwealth against fraud and unfair or deceptive business practices.” *Commonwealth v. Chesapeake Energy Corp.*, 247 A.3d 934, 936 (Pa. 2021) (quoting *Commonwealth by Shapiro v. Golden Gate Nat’l Senior Care LLC*, 194 A.3d 1010, 1023 (Pa. 2018)). In fact, the written requirement in the UTCPL also acts, in a way, to protect sellers by creating a clear record that a consumer did, in fact, cancel a transaction.

Today the Majority correctly determines that sellers, like Gillece, must honor a consumer’s oral request to cancel a contract that falls under the ambit of HICPA. It would, nevertheless, remain best practice for parties to formalize the cancellation of a home

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<sup>1</sup> Act of December 17, 1968, P.L. 1224, reenacted by the Act of November 24, 1976, as amended, 73 P.S. §§ 201-1 to -10.

<sup>2</sup> Act of October 17, 2008, P.L. 1645, as amended, 73 P.S. §§ 517.1 to .19.

improvement contract in writing. Rather than working against their consumers, businesses should, after honoring an oral request for cancellation by not moving forward with the contracted-for work, simply ask the consumers to document the cancellations in writing.

Justices Donohue and Mundy join this concurring opinion.