



Howard Maker
Commissioner
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January 8, 2009

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
Manager, Bell Canada
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: CCTS file number 06279

On October 3, 2008 CCTS issued a written recommendation regarding the complaint made by [REDACTED] concerning services provided to her by Bell. In our recommendation, we found that Bell had promised [REDACTED] that a number of credits would be applied to her account but that not all of these credits had been applied. As such, CCTS recommended that Bell issue an additional credit of \$78.12 and that late payment charges totalling \$17.47 should be waived. A copy of the recommendation is attached to this Decision for ease of reference.

[REDACTED] wrote to CCTS on October 22, 2008 and rejected the recommendation. She requested that additional credits and adjustments be made to her account as follows:

1. a late payment charge of \$3.58 displayed on her October 10, 2008 bill be reversed
2. a credit of \$3.63 to reflect that her Internet was cancelled on August 18, 2008, not August 22, 2008 as noted by Bell, be issued
3. a credit of \$11.21 to reflect a charge previously billed to her and related to the proration of her Internet service in August 2007, which she claims is erroneous
4. an adjustment of \$64.73 to reflect a payment made but not shown on her February 2008 billing
5. a credit of \$55.00 to reflect a reconnection fee billed to her subsequent to the reconnection of telephone service through CCTS' expedited procedures
6. a credit of \$77.88 to reflect an additional three months of Internet service (for a total of nine months)
7. a credit of \$60.00 to reflect credits of \$5 per month for twelve months that were previously promised to her by Bell

Late payment and other alleged billing errors

Bell has confirmed to CCTS that the late payment charge of \$3.58 has been subsequently reversed.

Regarding the Internet charge of \$3.63, Bell provided CCTS with documentation showing that the Internet service was indeed cancelled on August 22, 2008. Bell believes that this charge is therefore legitimate.

Bell also provided CCTS with documentation demonstrating that the Internet service began functioning on August 3, 2007. As ██████████'s bill date was not until 19 August 2007, her August 2007 Internet bill reflected not only one month of service (19 August 2007 to 18 September 2007) but also the 16 days between 3 August and 18 August 2007. As such, Bell states that the charge of \$11.21 is appropriate.

Bell also explained to CCTS that it had received and properly applied ██████████'s payment of \$64.73 on her February 2008 bill but because there were a number of other adjustments made to the bill, the entire payment was used to cover other charges.¹ We note that although the manner in which the payment is displayed is confusing and that it is reasonable for ██████████ to have believed that her payment had not been applied, the entirety of her payment was indeed applied to her account.

Lastly, Bell confirmed that the reconnection fee has been reversed.

Request for an additional three months of Internet service

In her original complaint to CCTS, ██████████ informed us that she had been promised a total of twelve months of Internet service for free. In our recommendation, we found that ██████████ had been promised a total of six months of free Internet service.

In this regard, ██████████ has provided no additional evidence to support her claim of having been offered twelve months of free Internet service. Thus there is no basis for us to modify our original recommendation.

An additional credit of \$60 dollars

During its initial investigation, Bell was unable to locate any call between itself and ██████████ in which an additional credit of \$60 (alleged to have been offered as \$5 per month for twelve months) was promised to ██████████. In her letter rejecting CCTS' recommendation, ██████████ again stipulates that this offer had been made. ██████████ then informed CCTS that she had made a recording of this conversation and subsequently mailed it to CCTS for its review. CCTS reviewed the recorded telephone conversation and notes that it is a conversation between ██████████ and a Bell employee who informed ██████████ that

¹ In February 2008, two credit card payments totalling \$72.51 were reversed and charged back to ██████████'s account. The payment of \$64.13 was used to cover this charge and resulted in an amount owing of \$8.38. (i.e. \$72.51 - \$64.13 = \$8.38).

he had record of this offer being made to her previously. Although Bell had not previously been able to locate evidence of such an offer, a second request, made after having reviewed the recorded conversation provided to us by [REDACTED], resulted in Bell providing CCTS with a copy of the original call between itself and [REDACTED] in which the offer of \$5 per month for twelve months had clearly been made.

In light of this new information, CCTS amends its recommendation issued on 3 October 2008 and finds in this Decision that Bell should provide an additional credit of \$60.00 to [REDACTED]. CCTS also finds that Bell should provide [REDACTED] with an additional credit of \$107.23 as compensation for expenses incurred and demonstrated to CCTS for the creation of a copy of the recorded conversation mailed to CCTS.

Further to sections 11.7 and 11.8 of the CCTS Procedural Code, [REDACTED] may accept or reject this Decision within twenty business days. Should [REDACTED] decide to reject this Decision, she may pursue this complaint through any other forum and Bell shall be fully released from the Decision.

A copy of the CCTS Procedural Code has been attached for ease of reference.

Sincerely,

Howard Maker
Commissioner

Enclosures



Josée Thibault
Director, Inquiries and Complaints
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[REDACTED]

3 October 2008

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
Manager, Bell Canada
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Subject: CCTS complaint # 02010400006279

On 10 June 2008, we received a complaint from [REDACTED] regarding alleged overbilling by Bell Canada (Bell).

The Complaint

According to [REDACTED]:

- She signed up for Internet service on 3 August 2007, at which time she was requested to provide a credit card number. She was to be billed by credit card for the first month of charges (totalling \$38) only, after which she would receive paper bills.
- Her credit card was charged in September and in October for a total of \$72.51 and she did not receive paper bills.
- On 7 November 2007, [REDACTED] received an email from Bell confirming that she would receive 3 months of free Internet service that had previously been promised to her, for a total credit of \$78.61. She provided a copy of this email to CCTS.
- On 27 November 2007, [REDACTED] received another email from Bell informing her that the amount of \$72.51 charged to her credit card would be reversed and offering her an additional three months of free Internet service. [REDACTED] would therefore not have to pay for Internet service until March 2008. She also provided a copy of this email to CCTS.
- [REDACTED] states that she was also offered a credit of \$5 per month for the next 12 months when she subsequently called Bell to discuss her account.
- Bell never processed the credit card refund of \$72.51.
- Her May 2008 bill showed an amount owing of \$266.26 but she should only owe \$80.80, an overbilling of \$185.46
- She believes that the offers for free Internet service amounted to 12 months and therefore requested a total refund of \$367.40. [REDACTED] also requested that the late payment charges be credited.

Bell's Response

We requested that Bell conduct an investigation into the concerns raised by [REDACTED] and provide us with its findings. Bell advised that:

- [REDACTED] should have received 6 months of free Internet service where 2 months were billed at \$26.14 and 4 months at \$25.96. The difference in the monthly rate is attributed to a reduction in taxes.
- The \$72.51 charge to her VISA should have been credited.
- The total credit should therefore be \$228.63.
- There are no notes confirming the alleged offer of additional credits of \$5 per month for 12 months, despite numerous calls from [REDACTED] to Bell discussing other matters.
- Credits totalling \$248.69 have already been provided, and Bell also offered to credit late payment charges totalling \$17.47.

Our Analysis

We requested that Bell provide us with copies of pertinent bills in order to confirm that credits totalling \$248.69 were applied.

Bell provided copies of bills which demonstrated that credits totalling only \$151.13 have been applied, as follows:

- \$98.71 on the December 2007 bill. Bell claims that this bill contained an additional credit of \$26.21 which is being displayed as a payment as well as another \$26.21 which is not displayed as it was taken from the balance forward. No additional documentation was provided to demonstrate that two additional credits of \$26.21 each were indeed applied
- \$26.21 on the January 2008 bill
- \$26.21 on the February 2008 bill

Bell subsequently advised that a refund cheque in the amount of \$45.14, which was supposed to be sent to [REDACTED] and that comprised part of the \$248.69 in credits allegedly provided by Bell, had never been sent.

[REDACTED] believes she is entitled to receive a total of twelve months of free Internet service (including the VISA credit) but has provided us with copies of emails from Bell in which credits representing six months of Internet service, plus the VISA credit, were promised to her for a total of \$229.25 as follows:

- an email dated 7 November 2007 promising a credit of \$78.61 which reflects three months of Internet service
- an email dated 27 November 2007 promising another three months of free Internet service (\$78.61) as well as a refund on her credit card of \$72.51

Bell has confirmed that its records indicate that [REDACTED] should have received credits equal to six months of free Internet service, as well as the VISA credit of \$72.51.

In light of the foregoing I recommend that Bell provide [REDACTED] with an additional credit of \$78.12 in order to reflect the promised credits that have been documented and which total

\$229.25. I also recommend that Bell reimburse [REDACTED] the late payment charges previously billed to her totalling \$17.47.

[REDACTED]'s telephone service had been disconnected in support of the outstanding balance on her Internet account. Her line was reconnected on 15 September 2008 further to our procedures for the treatment of urgent complaints and Bell confirms that [REDACTED]'s 10 October 2008 bill will be for \$231.49, not taking into account the above mentioned credits. I therefore also recommend that, after the late payment charge of \$17.47 and the additional credit of \$78.12 are applied to her account, Bell should be able to resume their treatment of [REDACTED]'s account for the remaining balance of \$135.90.

I have attached a copy of the *CCTS Procedural Code*. The Code contains important information with respect to recommendations made by the Commissioner for Complaints for Telecommunications Services, including information about acceptance of recommendations by a complainant and a telecommunications service provider. In particular, I refer [REDACTED] and Bell to sections 10 and 11.

Josée Thibault
Director, Inquiries and Complaints