



Howard Maker
Commissioner
P O Box 81088
Ottawa, Ontario
K1P 1B1
1-888-221-1687

January 29, 2010

[REDACTED]

[REDACTED]

RE: CCTS File Number 28831

On December 22, 2009, we issued a Recommendation regarding the above complaint. Koodo has indicated that it has accepted our Recommendation. However, [REDACTED] exercised her right to reject the Recommendation. As such, I am required to issue a Decision under Section 11 of the Code.

Our Recommendation

After investigating [REDACTED] complaint, we determined that she experienced substantial inconvenience as a result of the numerous errors made by Koodo. [REDACTED] service was suspended because Koodo incorrectly billed her additional charges, which in turn caused her balance owing to exceed that allowed under Koodo's Credit Limit Program. Koodo later informed [REDACTED] that it had corrected the problem, however, her service was subsequently suspended a second time for the same reason. The full details are set out in the Recommendation.

We recommended that Koodo provide [REDACTED] with compensation totaling \$700 (\$650 for the substantial inconvenience incurred and \$50 to reflect expenses incurred while service was suspended). A copy of our Recommendation is attached.

[REDACTED] Objections and Our Analysis

[REDACTED] has rejected our recommendation. Under Section 11 of the Code, the party objecting to the recommendation is required to explain why he or she considers it to be unacceptable or inappropriate. [REDACTED] rejected our recommendation because we did not recommend that

Koodo compensate her for the business losses she alleges that she incurred as a result of the suspensions of her service. [REDACTED] had provided us with documentation demonstrating that one of her clients had cancelled a contract with her because the client was not able to reach her. She feels that she has provided us with all the necessary documentation to demonstrate her loss of business.

We explained to [REDACTED] that in order to even consider compensating her for her alleged loss of business, she would need to demonstrate her profit margin so that we could calculate the actual profit she would have made from the event. Although [REDACTED] provided us with documentation to demonstrate how much she charged her client for this event, she was unable to demonstrate the actual profit she would have made from that event.

Our Decision

In our Recommendation, we stated that [REDACTED] experienced substantial inconvenience as a result of numerous errors made by Koodo and that as a result of the suspension of her service, she incurred expenses. We recommended she be compensated in the amount of \$650 and \$50, respectively.

During the course of our investigation, we fully reviewed and considered all documentation that [REDACTED] provided to us. She has not provided us with any new information or additional documentation, nor has she raised substantial doubt as to the correctness of our Recommendation. As such, we see no basis upon which to change our Recommendation.

Further to Sections 11.7 and 11.8 of the CCTS Procedural Code, [REDACTED] may accept or reject this Decision within 20 business days. Should [REDACTED] decide to reject this Decision, she may pursue this complaint through any other forum and Koodo 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 1. CCTS Recommendation
 2. CCTS Procedural Code



Danny Raymond
Complaints Resolution Officer
P.O. Box 81088
Ottawa, Ontario
K1P 1B1
1-866-221-1687

December 22, 2009

[REDACTED]

[REDACTED]

RE: CCTS File Number 28831

We have concluded our investigation of the complaint of [REDACTED] concerning the service outages and billing of her Koodo wireless service which was being used for her business. [REDACTED] is requesting that Koodo amend the alleged billing errors made on her account and that it compensate her for her inconvenience and loss of business that she claims occurred as a result of the service outages.

The Complaint

[REDACTED] explains that on June 26, 2009, she transferred her wireless service to Koodo. She states that she accepted a service plan which included, most notably, an Unlimited Web Browsing feature. Upon subscription, she was placed on a \$200 Credit Limit Program ("CLP").

[REDACTED] states that two weeks after she accepted the service plan (she can't recall the exact date, but states that it was somewhere between July 6 and July 10, 2009), her service was suspended.

[REDACTED] states that she contacted Koodo immediately after her service was suspended to find out why this had occurred. She states that Koodo advised her that charges had been mistakenly applied for web browsing use and that these charges should have been included in her plan. She states that she was informed by Koodo that the Unlimited Web Browsing feature had not been added to her account, and that this was the reason why such charges were applied to her account. As these charges caused her to go over the spending cap of the CLP, her service was suspended. She indicates that she advised Koodo that such inconveniences affect her business as this telephone line acts as her sole method of communication between her and her clients.

[REDACTED] states that her service was re-connected that same day and that Koodo informed her that the Unlimited Web Browsing feature was now placed on her account.

██████████ states that on July 24, 2009, her service was suspended again. She states that she contacted Koodo and it informed her that her service had been suspended again for the same reason as it was the first time in early July 2009. ██████████ states that Koodo informed her that her service would be re-connected that same day and that the Unlimited Web Browsing feature was now placed on her account.

██████████ states that her service was not reconnected that same day, and that it was not until August 24, 2009 that her service was fully reinstated. ██████████ indicates that she attempted to have her service reconnected several times during the time period in which the service was suspended, but Koodo failed to reconnect it.

██████████ requests that Koodo amend all billing errors that occurred as a result of the failure to apply her Unlimited Web Browsing feature and of the service suspension. ██████████ states that as a result of the suspension, she spent approximately \$500 in payphone and internet café charges as her wireless service was the only line of communication for her and her business. She is requesting that Koodo compensate her for this amount and is also requesting \$5,000 in compensation for inconvenience and loss of business that occurred as a result of the suspension.

In order to substantiate her loss of business, ██████████ explains that one of her clients who had an event scheduled with ██████████ business, ██████████ during the time in which her service was suspended, cancelled the planned event. ██████████ states that the client cancelled the event because the client was not able to reach ██████████ to confirm any of the event's details. ██████████ states that the client was billed in advance in the amount of \$6,940.50 and that \$2,810.00 of that amount was to be her "profit".

Koodo's Position

Koodo confirms that ██████████ was on a CLP and that she did request the Unlimited Web Browsing feature. Koodo states that ██████████ first bill included web browsing charges that should not have been billed as they should have been included in her plan. These charges made up 38% of this bill. Koodo states that it sent two text messages to the complainant, advising her that she was nearing the credit limit. Koodo confirms that on July 10, 2009, ██████████ service was suspended as her outstanding balance exceeded her credit limit.

Koodo admits that the agent that completed ██████████ original order did not properly apply the Unlimited Web Browsing feature to her account. Koodo confirms that the service was restored that same day and that credits were applied for billed, and pending unbilled charges for the web browsing.

Koodo states that for some reason, the Unlimited Web Browsing feature was again not added to the account. Koodo explains that as it did in the first instance, it sent two text messages to the complainant, advising her that she was nearing the credit limit. Koodo confirms that on July 24, 2009, ██████████ service was suspended for a second time, as her outstanding balance exceeded her credit limit due to the billing of web browsing charges that should have been included in her plan.¹

Koodo states that once again, it applied credits to rectify the billing, it added the Unlimited Web Browsing feature and that it did restore her service that day. Koodo explains that although it did reinstate ██████████ service, it was not operational as a service outage occurred on July 23, 2009 that affected several customers in the area. Koodo explains that the provisioning outage started on July 23, 2009 and was completely resolved on August 19, 2009. Koodo states that not all of the affected customers

¹ In its initial response to CCTS, Koodo had advised that the second suspension occurred due to a provisioning outage, but has recently amended its position to reflect the fact that the service was suspended as her outstanding balance exceeded her credit limit due to the billing of web browsing charges that should have been included in her plan.

experienced the full breadth of the outage. Koodo states that this information was conveyed to [REDACTED]

Koodo states that as of August 12, 2009 the outage no longer affected [REDACTED]. Koodo states that although the outage no longer affected [REDACTED] at that point, her service was still suspended for non-payment and that the account remained that way until Koodo reconnected [REDACTED] service on August 24, 2009 at the CCTS' request.

Koodo states that all billing errors that occurred as a result of these incidents have been amended. [REDACTED] has confirmed this as well.

Koodo states that its Terms of Service indicate that continuous service is not guaranteed and that service may fail or be interrupted and that it will not be liable for compensation requests as a result of the failure of service.

Nonetheless, Koodo has offered to issue a goodwill credit of \$425.70. The credit offer represents all charges applied to the account from the date of activation (June 26, 2009) to the date that the offer was made (August 27, 2009).

Koodo states that [REDACTED] has declined this offer.

Koodo also mentions that [REDACTED] service is registered under her name as a consumer account and not as a business account.

Analysis

Both parties agree that the billing issues have been resolved. The only remaining matter is the request for compensation.

[REDACTED] requested that she be compensated \$500 for expenses incurred and a total of \$5,000 for inconvenience and loss of business. Our analysis of each of these requests is as follows:

Direct Expenses: [REDACTED] states that \$500 in expenses represents approximately five weeks of payphone calls, which cost \$0.50/call. She states that all calls were local. She also states that she incurred approximately \$45 in internet café charges. [REDACTED] has not been able to produce receipts for these internet café charges.

Inconvenience: [REDACTED] was billed web browsing charges in error. This error resulted in the suspension of her service. Her service was reconnected and she was told that the error was fixed. The error was not fixed, and she was suspended again for the same reason. She experienced significant delays in having the service reconnected and was out of service for a little over four weeks.

After review of [REDACTED] call logs for the month of July and August 2009 (for the days her service was operable), it is evident that [REDACTED] relies heavily on the use of her service as she averages approximately 57 calls per day.

Moreover, based on the account and call notes provided by Koodo, [REDACTED] contacted Koodo at least 20 times between the period of July 24, 2009 and August 12, 2009 in order to get her service reconnected. [REDACTED] service was only reinstated on August 24, 2009, further to our request and as part of our complaints process.

Loss of Business: We explained to [REDACTED] that in order to consider awarding compensation for loss of business, she would need to demonstrate her then current profit margin so we could then calculate how much her profit from the event would have been.

Although [REDACTED] agreed to provide us with the documents we required to complete this, she has not been able to do despite many requests. As she has not provided the documents, we will not be considering awarding this form of compensation.

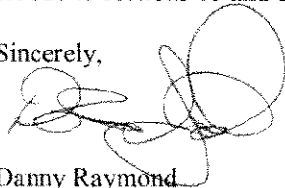
Recommendation

It is likely that [REDACTED] incurred expenses as a result of the service outages, for example, the use of payphones and internet cafés, as she has claimed. In the absence of demonstrated expenses, we recommend that Koodo compensate her in the amount of \$50 for these costs.

In our view, [REDACTED] experienced substantial inconvenience as a result of the numerous errors made by Koodo, the numerous calls that she had to make to Koodo, and the prolonged delay in reconnecting her service. For these reasons, and as we feel that [REDACTED] has demonstrated that she relies significantly on the use of her service, we recommend that Koodo compensate her in the amount of \$650 for the inconvenience she encountered. We feel that this will reasonably compensate [REDACTED] for the events described in this letter.

Attached is a copy of the CCTS *Procedural Code* (Code). The Code contains important information with respect to recommendations made by CCTS, including information about acceptance of recommendations by a complainant and a telecommunications service provider. In particular, we refer [REDACTED] and Koodo to sections 10 and 11.

Sincerely,



Danny Raymond