



## Analysis of Objection

Section 11.5 of our Procedural Code provides that in formulating a Decision, the Commissioner shall consider whether there is substantial doubt as to the correctness of the original Recommendation.

We have reviewed all of the documentation provided by Rogers. This material allows us to conclude that:

- [REDACTED] complaint is that Rogers had been consistently and repeatedly overcharging her since June 2011 for her internet services, totaling \$65.25 since June 2011.
- A review of the account history provided by Rogers demonstrates that on January 26, 2011, [REDACTED] enrolled for a promotion that included three (3) months of free "HiSpeed Express" internet service with a 12 month term.
- The documentation provided by Rogers demonstrates that price of "Hi Speed Express" was \$46.99 per month.
- Additionally, [REDACTED] was renting a modem from Rogers for \$4 per month.
- On May 31, 2011, [REDACTED] contacted Rogers to downgrade her internet service to "HiSpeed Ultra Lite".
- On June 6, 2011, [REDACTED] contacted Rogers to cancel the downgrade to "HiSpeed Ultra Lite" requested on May 31, 2011.
- [REDACTED] contacted Rogers again on July 27, 2011 to dispute charges on her account and again requested to downgrade her internet services from "HiSpeed Express" to "HiSpeed Ultra Lite".
- All plan changes take effect on the first day of the billing period, so in [REDACTED] case, "HiSpeed Ultra Lite" was scheduled to take effect on August 22, 2011.
- But on August 15, 2011 (prior to the effective date of the change), [REDACTED] contacted Rogers and requested the total cancellation of her internet services.
- [REDACTED] then contacted Rogers again on August 18, 2011 and requested that Rogers reactivate her internet services. Rogers reactivated her service on the "HiSpeed Lite" internet package.
- As Rogers had charged her \$113 for termination of her services, it credited \$113 when she reactivated it. This credit was applied on her September 2011 monthly invoice.
- On September 23, 2011, [REDACTED] requested to downgrade her services from "HiSpeed Lite" to "HiSpeed Ultra Lite". This change was to take effect on October 18, 2011.
- On September 30, 2011, [REDACTED] contacted Rogers to dispute being incorrectly reactivated on the "Lite" instead of "Ultra Lite" on August 18, 2011 and was given a credit of \$22.60 for the price difference between the two tiers.
- Rogers accidentally credited her account \$22.60 twice, once on September 30, 2011 and again on November 4, 2011.
- Further review of [REDACTED]'s October 21, 2011 monthly invoice shows that it correctly downgraded her internet services to "HiSpeed Ultra Lite".
- "HiSpeed Ultra Lite" was charged at a rate of \$27.99 plus tax per month.
- The October 2011 to January 2012 monthly invoices demonstrate that [REDACTED] was being billed appropriately for "HiSpeed Ultra Lite" (\$27.99 + \$4 modem rental + tax).
- Our review of the account history demonstrates that Rogers billed [REDACTED] \$45.19 per month, between May 2011 and September 2011.

- Although Rogers says that it was billing her for the price of the “HiSpeed Express” package, this amount is more consistent with Rogers actually having billed her for the “HiSpeed Lite” package (\$35.99/month + \$4 modem rental +tax).
- We’ve also determined that [REDACTED] was subscribed to “HiSpeed Express” from January 26, 2011 (date of enrollment) to August 15, 2011, but once more, seems to have been billed for “HiSpeed Lite” package. (\$35.99/month + \$4 modem rental + tax)

CCTS provided [REDACTED] the opportunity to respond to Rogers’ reasons for rejecting the recommendation in an email dated September 17, 2012, but [REDACTED] failed to respond. In light of our analysis, we’ve determined that Rogers did not “over charge” [REDACTED] for her internet services and have been charging her correctly for her monthly service charges.

### Decision

Section 11.5 of our Procedural Code states that in formulating a Decision the Commissioner shall consider whether there is substantial doubt as to the correctness of the original Recommendation. As we have determined that Rogers was not “over charging” [REDACTED] for her internet services, we conclude that the Recommendation was incorrect.

My Decision is that Rogers’ billings to [REDACTED] were accurate and accordingly Rogers is not required to credit \$65.25 to [REDACTED].

Further to Section 11.7 and 11.8 of our Procedural Code, [REDACTED] may accept or reject this Decision within 20 days of receipt. Should she decide to reject the Decision, [REDACTED] may pursue this complaint through any other forum and Rogers shall be fully released from the Decision. A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker  
Commissioner

Attachments:

- (1) Procedural Code
- (2) Recommendation