



HOWARD MAKER COMMISSIONER

P.O. Box 81088, Ottawa, ON K1P 1B1

November 26, 2012

[REDACTED]

[REDACTED]

Customer Relations Associate - Customer Relations Centre
Bell Executive Office
5115 Creebank Rd E 2 - M 2
Mississauga, Ontario
L4W 5R1

RE: CCTS file # 193623

On October 30, 2012, we issued a Recommendation regarding the above complaint. As Bell rejected the Recommendation, I am required to issue a Decision under Section 11 of our Procedural Code ("the Code").

Our Recommendation

[REDACTED] complained that when Bell provided him a replacement for his lost cell phone that was only a few months into a 36 month contract, it began billing him Monthly Service Charges ("MSC") for a second account that it opened for the replacement phone in addition to the MSC for the original account (related to the lost cell phone). He asked that Bell cease charging him the MSCs for the lost cell phone and to not charge him an Early Termination Fee ("ETF") for terminating the service on the lost phone.

After investigating [REDACTED] complaint, we determined that:

- We believe that [REDACTED] had no intention of paying for two contracts simultaneously and that the Bell representative did not make clear to him that this would be the result of signing a second contract. We do not believe that the Bell representative properly explained all of the options for replacing the lost device to [REDACTED] and the full consequences of each. In our view, had the representative done so, [REDACTED] would not have entered into the second contract.
- Bell has the burden of demonstrating that it fully informed [REDACTED] of his options for replacing the lost cell phone so that he could continue service with Bell, and that that the new cell phone provided to him would not be a simple replacement of his cell phone, as was [REDACTED]

understanding. However, Bell did not provide evidence to support that it did so. Therefore, we recommended that:

- o Bell accept the return of the device, credit [REDACTED] for the unused services since the time of activation, and cancel the second contract without penalty.

Bell's Objection

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. Bell provided its objection in an e-mail to CCTS dated November 19, 2012, in which it highlighted information from the October 3, 2011 contract (the second contract signed by [REDACTED], that had already been reviewed by CCTS during the investigation. Bell's objection appears to be a repetition of its original position, i.e. that [REDACTED] knowingly signed two separate contracts and therefore he should be responsible for both.

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.

The objection made by Bell restates information already provided by Bell, and which has been reviewed by CCTS during the course of the investigation. As it does not raise substantial doubt as to the correctness of the original Recommendation, I am of the view that there is no basis upon which to modify the Recommendation, and it now becomes my Decision. The available evidence simply does not support a conclusion that Bell's representative explained to [REDACTED] the options available to him, and the consequences of proceeding to sign a new contract.

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 he decide to reject this Decision, [REDACTED] may pursue this complaint through any other forum and Bell shall be fully released from the Decision.

A copy of our Procedural Code is attached for reference.

Sincerely,



Howard Maker

Commissioner

Attachments: Recommendation and Procedural Code