



**CCTS**  
COMMISSIONER FOR COMPLAINTS  
FOR TELECOMMUNICATIONS SERVICES

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November 11, 2014

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

[REDACTED]  
Bell Executive Office  
5115 Creekbank Road E2-M2  
Mississauga, Ontario  
L4W 5R1

**Subject: CCTS file #326878** [REDACTED]

On September 25, 2014, we issued a Recommendation regarding the above complaint. The deadline for a response from both parties was October 15, 2014. Under Section 11 of the CCTS Procedural Code, both parties are required to provide a response in writing within 20 days outlining whether they accept or object to the recommendation. A party objecting to the Recommendation is required to explain why he or she considers it to be unacceptable or inappropriate.

On October 15, 2014, Ms. [REDACTED] contacted CCTS to request clarification regarding impacts to her credit rating and to request an extension to provide a response to CCTS regarding the Recommendation. As an exception, we afforded Ms. [REDACTED] the additional business day that she had requested in order to complete her response to the Recommendation and send it to CCTS in writing.

Ms. [REDACTED] did not meet this deadline. She provided a written response on October 20, 2014. Although it was clear that she was dissatisfied with the Recommendation, her response did not meet the Procedural Code requirement of providing an explanation as to why the Recommendation was unacceptable or inappropriate. We therefore decided to extend to Ms. [REDACTED] the opportunity to discuss her concerns by way of a phone call involving CCTS staff and the Commissioner, as the alternative would have her deemed to accept a Recommendation about which she had expressed concerns. This call took place on November 7, 2014.

#### **Our Recommendation**

As Ms. [REDACTED] has rejected our Recommendation, I am required to issue a Decision under Section 11 of our Procedural Code ("the Code").

Ms. [REDACTED] complained that Bell had disconnected her home phone, that she had been overbilled over several months, that Bell had terminated her service without cause and without notice, and that Bell had no grounds to demand a security deposit as a condition of reinstating her service. She also

complained that Bell had changed her cell phone plan without notice and without consent, overbilled her for several months and terminated her wireless service without cause and without notice.

Our investigation determined that Bell had failed to meet a number of its obligations towards Ms. [REDACTED] and had failed to take the necessary steps to correct the billing and service disconnection issues identified.

Accordingly, we recommended that Bell:

- Waive all of the monthly wireless service fees over and above the monthly fee of \$20.75 + tax from December 2013 to the present, including late payment fees;
- Waive all airtime fees billed over and above her monthly service fees;
- Given that the disconnection procedures of the Wireless Code were not properly followed, reactivate her wireless telephone services immediately on the same terms as the plan which was in place before it was changed by Bell in December 2013, and waive any applicable reconnection fees; and
- Should pay Ms. [REDACTED] \$400 in compensation for her inconvenience, from which it was entitled to deduct \$223.89, representing the balance owing on Ms. [REDACTED] home phone account. Bell should provide the balance to her in the form of a cheque within 2 weeks of the acceptance of this Recommendation.

We acknowledged that given the time elapsed between the service disconnection and the issuing of this Recommendation, Ms. [REDACTED] home phone number has likely gone back into circulation and that it may have to reactivate her service under another number.

In the circumstances, given the passage of time, we did not recommend that Bell reconnect the home phone service, given that Bell's only breach (failing to provide advance notice of the disconnection) was technical in nature and had no substantive impact on the facts.

Bell purported to accept the Recommendation. Its response stated:

*"We accept the CCTS' Recommendation.*

- *We will agree to adjust \$932.13 tax-in for the disputed Bell Mobility charges on Bell Mobility Account# [REDACTED]. Ms. [REDACTED] Bell Mobility balance, as of her Oct 1<sup>st</sup> 2014 statement, is \$914.29 – this account is currently suspended.*
- *We will agree to apply the \$400 compensation request to her Bell Canada One Bill account no. [REDACTED]. Ms. [REDACTED] current One Bill balance is \$228.79 – this account is cancelled. We will send a refund cheque for the credit balance to the billing address on file. We would like Ms. [REDACTED] to confirm the billing address prior to us issuing the cheque.*
- *We will restore Ms. [REDACTED] Bell Mobility service on the same terms as November 2013 at the pricing of \$20.75, plus applicable taxes, and we will adjust the \$25 restoral fee. This plan will be honoured for 30-days as we will need to validate that she is still eligible to subscribe to any currently available in-market Canadian Tire Corporate-Employee Purchase Plans. We would require Ms. [REDACTED] to proof of employment by Tuesday, October 22<sup>nd</sup>, 2014.*
- *Acceptable documents for Proof of Employment are:*
  - *A pay stub dated (dated within the last month).*
  - *An employee ID card.*
  - *An association membership card.*

- A letter of employment on company letterhead that states Ms. [REDACTED] is employed by the company.

- Proof of employment is to be faxed to 1-877-874-0414, attention to: [REDACTED]. In the event Ms. [REDACTED] would like to review other price plan options, [REDACTED] can be reached at [REDACTED] Monday to Friday from 10 a.m. to 6 p.m.
- Please note, in accordance with Bell Mobility's Terms of Service Section 42 How do Discounts or Promotions Work?, and Section 52 Can Bell Make Changes to this Agreement or the Bell Services?, Bell Mobility reserves the right to discontinue discounts/promotions at any time, and to change the services and fees for month-to-month terms with 30-days written notice. We will be sending Ms. [REDACTED] a written communication, advising her that in 30-days, from date of the communication, Bell Mobility will not honour the previous price plan she had in November 2013."

### Objection

During our November 7 telephone call, Ms. [REDACTED] explained that she was objecting to the Recommendation because:

1. Bell's insistence that she qualify for the Canadian Tire plan by proving that she was an employee would be problematic, as this was a "friends and family" type of plan and she had been eligible for it on that basis; and
2. In her opinion the amount awarded to her for inconvenience was insufficient to compensate her for all of the inconvenience, hardship and stress that she encountered by virtue of having had her services disconnected.

### Analysis

I have reviewed the Recommendation and considered Ms. [REDACTED] account of the situation. As set out above, Bell purported to accept the Recommendation while at the same time imposing certain conditions upon Ms. [REDACTED] eligibility for her pre-existing wireless plan. Bell cannot claim to accept the Recommendation while at the same time impose new conditions upon it. Nonetheless, I am prepared to treat Bell's response as an acceptance of the Recommendation, and to treat the conditions as guidance about the manner in which Bell proposes to implement it.

If Ms. [REDACTED] was eligible for her previous plan in some capacity other than being an employee of Canadian Tire, it is not appropriate that Bell should now, after improperly depriving her of that plan, expect her to prove that she is an employee.

I have also considered Ms. [REDACTED] concerns about the quantum of the award for inconvenience. Unfortunately there is no mathematical formula for determining the amount thereof, and in assessing the appropriate amount we are guided by past practice and all of the circumstances of the case. In these circumstances I see no basis to alter the amount contained in the Recommendation.

## Decision

Based on the above, I conclude that the Recommendation requires a minor modification. With respect to the restoration of Ms. [REDACTED] wireless service, Bell should restore her service on the same terms as at November 13, with no reactivation fees. In accordance with normal practices for the management of "corporate plans", Bell is entitled to ensure that Ms. [REDACTED] continues to qualify for an in-market Canadian Tire plan. However, Bell has provided us with no evidence that employment with Canadian Tire is the only criterion for such eligibility. Accordingly Bell shall inform Ms. [REDACTED] in writing of all of the eligibility criteria for its in-market Canadian Tire plans, and if Ms. [REDACTED] can demonstrate that she is eligible, then it shall maintain her on the plan until such time as she is no longer eligible, or otherwise in accordance with its Terms of Service.

Other than the foregoing, the Recommendation remains unchanged and becomes my Decision. Further to Section 11.7 and 11.8 of the Code, Ms. [REDACTED] may accept or reject this Decision within 20 days of receipt. Should she decide to reject this Decision, Ms. [REDACTED] may pursue this complaint through any other forum and Bell shall be fully released from the Decision. A copy of the Code is attached for reference.

Yours truly,

Howard Maker  
Commissioner