



CCTS

COMMISSIONER FOR COMPLAINTS
FOR TELECOMMUNICATIONS SERVICES

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November 20, 2015

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

[REDACTED]

VOIS Inc.

[REDACTED]
[REDACTED]
[REDACTED]

RE: CCTS file number #598243

On October 13, 2015, we issued a Recommendation regarding the above complaint. As VOIS Inc. (VOIS) rejected our Recommendation, I am required to issue a Decision under Section 11 of our Procedural Code (“the Code”).

Our Recommendation

On June 18th 2015, Mr. [REDACTED] received a letter from D & A Collection Corp. requesting payment in the amount of \$208.43 for an overdue VOIS account¹ which Mr. [REDACTED] states was cancelled in December 2013. Mr. [REDACTED] argues that he was not previously advised of any balance owing on this account, and that when he contacted VOIS after receiving the collection notice, it would not provide any explanation of the charges.² He paid the balance in full on July 20th 2015 in order to avoid further negative ramifications to his credit rating. However he requests an explanation of the amount invoiced to him by VOIS and a refund of the \$208.43.

Section 6.6 of our Procedural Code requires that Participating Service Providers deliver to CCTS a full and complete response to the complaint under investigation within 30 days of receiving the complaint from CCTS. CCTS originally sent Mr. [REDACTED] complaint to VOIS on July 16th 2015. We sent follow-up emails to VOIS on August 17th, 19th, 24th, and 26th 2015. However, VOIS failed to provide a response to the

¹ Mr. [REDACTED] indicates that he subscribed to business fax service and a business phone line. Additionally he purchased a TV box from VOIS for a one-time fee in order to access IPTV service through a third-party Telecommunications Service Provider.

² Mr. [REDACTED] alleges that he did not receive any invoices from VOIS during his tenure as customer, although he contacted VOIS several times to request them. When Mr. [REDACTED] made payments, he ascertained the amount owing only by contacting VOIS by phone.

complaint and also failed to provide the information³ and documentation that we requested for the investigation.

We expect any service provider to be able to demonstrate that any money it demands from its customer is actually due and owing. On several occasions we asked VOIS to provide supporting documentation to demonstrate that it was entitled to demand payment from Mr. [REDACTED] of \$208.43, and to refer his account to a collection agent. However, VOIS was either unable or unwilling to provide a response to our inquiries.

After analyzing Mr. [REDACTED] complaint we concluded that VOIS had failed to demonstrate that Mr. [REDACTED] owed the amount of \$208.43, and that VOIS had no basis to refer this balance to collections.

In summary, we recommended that VOIS:

- provide Mr. [REDACTED] with a full refund of \$208.43, and
- immediately correct any negative credit reporting made in connection with this amount.

VOIS' Objection

Under Section 11 of the Procedural Code a party may reject a Recommendation. That party is required to explain why he or she considers it to be unacceptable or inappropriate. VOIS rejected the Recommendation on October 29, 2015.

VOIS states that Mr. [REDACTED] business fax service was activated on June 22, 2012 and disconnected on December 17, 2013 and that no service complaints were made during the period of active service. It therefore argued that the services met the customer's expectations and also noted that Mr. [REDACTED] had referred 10 customers to VOIS.⁴ VOIS also explained that Mr. [REDACTED] did not settle his account upon disconnection, and that he received several collection notices, to which he failed to respond. VOIS provided a copy of one such collection notice. VOIS argues that it therefore acted appropriately by referring the account balance to a collections agency.

VOIS' objection is based on the following arguments:

- 1) Mr. [REDACTED] complaint relates to an account which has been closed for 22 months; and
- 2) Mr. [REDACTED] did not settle his account upon cancellation and did not respond to any collections attempts VOIS made.

On November 10th 2015, following an inquiry from CCTS, we received further information from VOIS. It specifically stated that the account was terminated in March 2014.⁵ It noted further that the customer

³ We requested basic information from VOIS, including the dates Mr. [REDACTED] service was activated and terminated; the regular monthly rate he agreed to pay and the method by which invoices were provided; to provide the invoices for Mr. [REDACTED] account; as well as an explanation of the outstanding charges.

⁴ In Mr. [REDACTED] original complaint submission he raised service delivery issues he had experienced between July 2012 and December 2013 with his business fax service. However, as stated in our Recommendation, Section 8.3 of our Procedural Code provides "*The Commissioner shall take no action with respect to a complaint: a) received by the Commissioner more than one year after the date the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based (...)*". As Mr. [REDACTED] filed his complaint on July 10th 2015, we were therefore unable to investigate these claims. Accordingly VOIS' further objection to this aspect of Mr. [REDACTED] complaint was not considered herein.

⁵ Within the same November 10th 2015 email, VOIS also stated that "*the account is not terminated in Mar 2014*".

had made long distance calls in March 2014 which would have been included on his April 2014 invoice. It noted that this invoice would have included “*Long distance calls of march 2015 [sic] and modem fee for non-returned modem charged in May 2014 [sic]*”. It provided a redacted list which it indicates shows long distance calls from Account # [REDACTED] during March 2014, as well as an invoice for the same account dated May 3, 2014.

Analysis of the Objection

Notwithstanding that it was out-of-process⁶, I considered VOIS’ objection to our acceptance and investigation of Mr. [REDACTED] complaint on the grounds that it refers to an account which VOIS originally stated was terminated in December 2013, and more recently told us was actually closed in March 2014. Section 8.3 of our Procedural Code prohibits the acceptance of complaints more than one year after the customer ought to have been aware of the events on which the complaint is based. CCTS did not investigate any allegations related to the quality of Mr. [REDACTED] fax service (which are out of scope given how long Mr. [REDACTED] has been aware of them). We did investigate Mr. [REDACTED] complaint relating to the legitimacy of charges owing on the cancelled account and the allegation that he had not been previously advised of such charges. Mr. [REDACTED] alleges that he was first informed of the \$208.43 owing to VOIS on June 18th 2015. This issue is not time-barred under section 8 of the Code. In order to demonstrate that this complaint fell outside the one-year period described in section 8.3 of the Code, VOIS would have been required to demonstrate that it had made Mr. [REDACTED] aware of the debt prior to July 10, 2014 (one year before the date of Mr. [REDACTED] complaint to CCTS). It failed to do so.

Returning to the substance of the complaint, I considered VOIS’ claim that Mr. [REDACTED] did not settle his account upon cancellation and that he did not respond to any collections attempts VOIS made. Although VOIS responded to our Recommendation by providing details of its position, I found the information and documentation provided to be insufficient and, in part, contradictory. I note the following discrepancies with the information provided:

- Although VOIS originally stated that Mr. [REDACTED] fax service was disconnected December 17, 2013, it now seems to argue that this account was terminated in March 2014. While the date on which Mr. [REDACTED] fax service was disconnected and the date the account as a whole (including phone service) was terminated may be different, VOIS did not provide further clarity;
- The invoice dated May 3, 2014 which VOIS provided was insufficient to determine the nature of charges billed, or that it related to either the phone or fax services that Mr. [REDACTED] subscribed to. For instance, this invoice lists a \$75.00 “*Service Charge*” which remains unexplained, as does a “*Balance from Previous Month*” of \$120.70. Yet the balance owing is, without explanation, shown as \$208.43. We received no further explanation as to why VOIS had neglected to provide the invoices from the prior months, which would presumably detail all the charges on the account;
- Mr. [REDACTED] indicates that he had never seen this invoice, nor any others, prior to CCTS showing him a copy of the document provided by VOIS. Despite our repeated attempts, VOIS has failed to provide a proper accounting of amounts billed and amounts paid sufficient to demonstrate that there was an outstanding balance of \$208.43 on the account;

⁶ Section 6.6 (a) of our Procedural Code allows for VOIS to have provided an objection to acceptance of the complaint within 15 days of its receipt by VOIS from CCTS. We received no objection to this complaint from VOIS within the prescribed timeframe

- VOIS also provided a document addressed to Mr. [REDACTED] entitled “*Final Notice*” which states “*Your account balance of \$208.43 is due by now. Please make the payment arrangement as soon as possible otherwise your account will send [sic] to collection department*”. This collection notice is undated and contains no explanation of the charges owing, and does not reference Mr. [REDACTED] account number. VOIS provided no evidence to demonstrate that it had been sent to Mr. [REDACTED], or the date it was sent. This is significant given Mr. [REDACTED] denial that he received any such notice.

Ultimately, the analysis of this complaint is very straight-forward. Mr. [REDACTED] claims that he does not owe the \$208.43 which VOIS claims from him, and which it referred to a collection agency. Under the Procedural Code, the onus is on the Participating Service Provider to demonstrate that it has met its obligations to its customer. In this case, that means it must demonstrate that the customer was properly billed, and failed to pay, the amounts in question. Despite efforts by CCTS staff over four months to explain this to VOIS and to obtain the necessary information and documents, VOIS failed to provide the necessary accounting. I found it quite surprising that VOIS was able to provide to us what it said were call detail records for long distance calls made by Mr. [REDACTED] in March 2014, as well as screen shots from its system showing the details of other customers that Mr. [REDACTED] had allegedly referred to VOIS, yet it was unable to provide the invoices which would have indisputably allowed us to determine whether Mr. [REDACTED] owed any money to VOIS.

Accordingly, based on the available material, I am unable to conclude that VOIS has demonstrated that it was entitled to bill the amount of \$208.43 to Mr. [REDACTED].

Decision

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.

In my opinion, VOIS has not raised sufficient doubt as to the correctness of the Recommendation, and accordingly I confirm the Recommendation in this Decision.

Further to Section 11.7 and 11.8 of our Procedural Code, Mr. [REDACTED] may accept or reject this Decision within 20 days of receipt, and we ask that he inform us of his decision as soon as possible. Should he decide to reject this Decision, he may pursue this complaint through any other forum and VOIS shall be fully released from the Decision.

A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker
Commissioner