
January 19, 2017

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

[REDACTED]
Bell Canada
100 Borough Drive - Floor 4
Scarborough, Ontario
M1P 5B8

RE: CCTS file number # 721333

On December 22, 2016 we issued a Recommendation regarding the above complaint. As both Bell Canada (“Bell”) and [REDACTED] rejected our Recommendation, I am required to issue a Decision under Section 11 of the Procedural Code (“the Code”).

Our Recommendation:

On April 19, 2016, [REDACTED] accepted an offer which included 24-month promotions for his existing Home Phone service and two new services, Internet Fibe25 and Television¹, for a total of \$129 + taxes/month. He cited the home phone promotion as a motivating factor for activating internet and television services with Bell. Then, on April 21, 2016 he accepted an offer from Bell to upgrade to its Internet Fibe50 package for the same price as the Internet Fibe25 package originally installed (\$65.95/month). Accordingly, [REDACTED] requested that Bell honor the 24-month promotions for his Home Phone service, Internet Fibe50 and Television for a total of \$129 + taxes/month.

Bell argued that the original offer did not include any home phone promotions. Moreover, [REDACTED] was not eligible for any of the promotions since they were reserved for new customers only and he was already subscribed to its home phone service and had also been a customer with other Bell services in the past.

Bell was unable to provide clear documentation detailing the original agreement. In addition, it failed to provide clear evidence outlining the eligibility requirements of the disputed promotions. As such, we concluded that [REDACTED] was entitled to the original offer, which included a home phone promotion. However, evidence provided by Bell demonstrated that he was not eligible for the Internet Fibe50 promotion and that he was informed of this fact prior to installation of this service. Accordingly, we recommended that Bell honour the original offer of \$129 + taxes/month² for his existing home phone service, the Internet Fibe25 package with unlimited usage, and the “Good” television package, for a 24-month period effective April 19, 2016.

¹ As outlined in section 3(b) of our Procedural Code, television service currently falls outside of the scope of CCTS.

² Subject to Bell’s regular Terms of Service and any modifications to the service by [REDACTED].

██████████ Objection to the Recommendation:

Under section 11 of the Code, the party rejecting the Recommendation is required to explain why he or she considers it to be unacceptable or inappropriate. ██████████ provided his objections to CCTS by phone on January 11, 2016 and formally in writing on January 12, 2016.

Because ██████████ felt that Bell continued to overcharge him for his services, he cancelled his television service on October 14, 2016 and cancelled his remaining services in January 2017. He rejected the Recommendation because the 24-month promotions are therefore no longer of any benefit to him. He also cited negative experiences with Bell in relation to the television service.

As an alternative resolution, ██████████ requested that Bell honour the promotions up to the cancellation of the services, waive the cancellation fee associated with the television service, and compensate him for \$200 in cancellation fees he had to pay his former provider when he switched his internet and television services to Bell in April 2016.

Bell's Objection to the Recommendation:

On January 12, 2016 Bell also rejected our Recommendation. In its objection Bell repeated its previously-explained position on the merits of the complaint and provided new documentation regarding eligibility for the home phone promotion. Bell explained that it was also rejecting the Recommendation based on section 4.3 of CCTS' Procedural Code, although it did not explain what it meant.

Bell also declined ██████████ proposed alternative resolution. It states that ██████████ had already benefited from promotions and free services in the past. It also states that in January 2016 it had waived cancellation fees for his old television service³.

Analysis of the Objections:

The only new evidence provided by either party is an 11 page copy of a document provided by Bell entitled "EXPIRED – Household – Acquisition – Good, Better, Best mass offers in the Rogers Territory (FTTN)", the first 3 pages of which Bell had already provided during our investigation. Pages 2-10 seem to include details of various offers, and page 11 includes the following highlighted excerpts regarding "Eligibility": "This offer is available to new triples, duos and Home phone only customers adding Fibe TV and Internet", "Acquisition offers are for new customers only." and "Home Phone: Existing HP-only customers cannot re-rate to the \$38.95 x 24 months offer, which is available to new triple customers only."

The above seems to demonstrate that an "offer" is available to "Home phone only customers adding Fibe TV and Internet" but that "Acquisition offers are for new customers only" and "Existing HP-only customers" are not eligible for "the \$38.95 x 24 months offer". However, it does not specify which "offer" or "offers" it is referencing, nor does it include any identifiable links to the offers included in the

³ Bell says that ██████████ was a Bell customer for television service prior to September 2015 when he cancelled the service only to return to Bell in April 2016.

first 9 pages of the document. In my opinion the evidence is ambiguous and fails to clarify the question of eligibility. In addition, this new information does not allow us to conclude that the original offer [REDACTED] [REDACTED] accepted did not include a home phone promotion, as Bell has alleged.

Regarding Bell's rejection of the Recommendation pursuant to section 4.3 of the Code⁴, I confirm that our Recommendation *did not* direct or require that Bell change any of its policies or operating practices. Rather, we recommended that Bell honor the offer it had made and that [REDACTED] accepted on April 19, 2016.

[REDACTED] requested to be refunded a cancellation fee he alleges that he paid when he left his previous provider. However, he was unable to provide any documents to support the allegation that his previous provider charged him a cancellation fee. In the absence of evidence that these fees were incurred and that they were a direct result of Bell's offer, we have no basis to recommend that Bell compensate him for these fees.

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 view, neither party has raised substantial doubt as to the correctness of the Recommendation. However as discussed above, the Recommendation should be modified in light of the fact that [REDACTED] [REDACTED] has now cancelled his services. Accordingly, the Recommendation is modified such that Bell will credit [REDACTED] account to ensure that he was only charged \$129⁵ + taxes per month for the bundle from April 19 (the date of installation) up until October 14, 2016 (the date the customer cancelled his television service), and then \$30.10 + taxes for Home Phone and \$65.95 + taxes per month for the Internet Fibe25 from October 15, 2016 until the services were cancelled in January 2017⁶.

Further to sections 11.7, 11.8, and 11.9 of our Procedural Code, [REDACTED] may accept or reject this Decision within twenty days of receipt. Should he decide to reject this Decision and pursue this complaint through another forum, Bell shall be released from the Decision.

A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker
Commissioner

⁴ "4.3 Although the Commissioner may consider a Participating Service Provider's policies or operating practices, no Recommendation or Decision may direct or require a Participating Service Provider to change any such policy or practice."

⁵ Subject to Bell's regular Terms of Service and any modifications to the service by [REDACTED]

⁶As calculated in the Recommendation, based on the original email confirmation, the total cost of \$129 includes: \$32.95 for Television, \$65.95 for Internet services, from which we deduced that the Home Phone cost was \$30.10.