
September 8, 2015

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

[REDACTED]
Bell Canada

[REDACTED]
[REDACTED]
[REDACTED]

RE: CCTS file number #570485

On July 31, 2015, 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:

[REDACTED] was a Bell customer, having subscribed to home phone, internet and television services. He cancelled his internet and television service but retained his home phone service. Subsequently on January 7, 2015, [REDACTED] made a change to his account by accepting an offer from a Bell door-to-door sales representative by which he re-subscribed to internet and television services, and which reduced the monthly cost of his existing home phone plan. According to the written offer that was provided to him at the point of sale, the total cost of all three services was to be \$115.85/month. There would be no activation fees and no contract, and his services were to be installed on January 13, 2015. The written offer stated that Bell would call [REDACTED] to confirm the details, but it did not do so.

When [REDACTED] received his first invoice, he saw that Bell was billing him more than the agreed-upon amount, and also learned that his television service was now subject to a two-year contract.

When [REDACTED] contacted Bell, it told him that he was not eligible for the offer he had accepted on January 7, 2015. Bell also advised him that it sent him an email on January 7, 2015, outlining the changes it was making to the offer. [REDACTED] states that his computer was not working at that time, and therefore he did not know that the offer to which he had agreed had not been implemented by Bell until he received his February 16, 2015 invoice.

Bell argued that [REDACTED] monthly rate was to be \$159.85, and that the television service was linked to a two-year commitment.

After investigating [REDACTED] complaint, we determined that Bell could not demonstrate that [REDACTED] had consented to receive the services at the prices Bell billed him. We noted that Bell's written offer contained a promise to call [REDACTED] to review the offer before the installation date, and that Bell had not called him. Upon receipt of his first invoice with the changes, [REDACTED] contacted Bell to dispute the pricing, at which time he was made aware of the ongoing pricing for his package deal. After receiving this information, [REDACTED] cancelled all three services with Bell. In turn, Bell charged [REDACTED] an early cancellation fee.

We recommended that Bell:

- Credit \$102.56 for the price difference between the amount [REDACTED] was charged and the amount to which he agreed, for the period from installation to cancellation;
- Credit \$63.22 billed for the internet service for the service period of March 18 until April 14, 2015, following [REDACTED] cancellation;
- Waive the early cancellation fee; and
- Retract any negative collections impact associated with the charges, including late payment fees.

[REDACTED] Objection to the Recommendation:

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. [REDACTED] provided his objection on August 17, 2015.

While awaiting Bell's response to the Recommendation, [REDACTED] received a letter from a collections agency for the disputed Bell charges. He told us that he was shocked "*...to see this bill even though we are negotiating with Bell right now*" and rejected the Recommendation on the grounds that he wanted "*...the collection activity addressed and any negative remarks removed from my file.*"

Analysis of [REDACTED] Objection:

In our Recommendation we specifically recommended that Bell retract any negative collections impacts associated with the erroneous billings, including late payment fees and negative credit reporting.

Thus, we did in fact consider the potential negative impact that the unpaid balance would have on [REDACTED] credit file. After receiving [REDACTED] rejection of the Recommendation, we spoke with him to attempt to explain that what he was now requesting had already been provided for in the Recommendation. Nonetheless [REDACTED] maintained his objection, but provided no new evidence that would cause us to doubt the correctness of the Recommendation.

Bell's Objection to the Recommendation:

On August 19, 2015, Bell also rejected our Recommendation. In its objection Bell repeated its position on the merits of the complaint, all of which it had previously provided to us and which we had considered prior to issuing our Recommendation. Bell provided no new information. It did, however, specifically object to those aspects of our Recommendation which it feels deal with television services, which are outside our mandate.

Analysis of Bell's Objection:

Under the Procedural Code "broadcasting services" (which is a reference to distribution of television) do not form part of our mandate.

Upon consideration, there are two aspects of the Recommendation that arguably deal with the television service aspect of ██████████ complaint.

The first relates to the portion of the Recommendation that asks Bell to waive early cancellation fee that it charged ██████████, ostensibly related to his television services. We have reviewed the offer document that ██████████ signed. It does not reference a fixed-term contract for any service nor any related cancellation fee. We have also reviewed the email confirmation which Bell sent to ██████████ a copy of which it provided to us. It also fails to reflect that any of the services are being provided under a fixed-term contract or that there is an associated early cancellation fee. The first reference to cancellation fees is on Bell's invoice, in which it lists the cancellation fee under the umbrella of the television services.

Given these facts, we cannot confirm that there was any agreement to a fixed-term contract, nor to the imposition of a cancellation fee, nor that such fee was specifically linked to the television services. Accordingly I am not persuaded that our Recommendation went beyond CCTS' mandate, and I am confirming this portion of the Recommendation.

The second aspect of the Recommendation that arguably relates to television services is the recommendation that Bell credit \$102.56 plus tax related to the difference in pricing between what ██████████ was led to believe he would be billed, and what Bell actually billed him. This amount includes \$29.44 of charges that relate to the television services. Although we feel that Bell should not have charged it, given that television services are outside our mandate we should not have required Bell to credit it, and our Recommendation is so modified.

The absence of television services from our mandate raises challenges in complaints that involve bundled services, as is evident here. The Canadian Radio-television and Telecommunications Commission (CRTC) is currently in the process of considering the addition of television services to our mandate. At this point, however, we are prevented from formally providing redress for issues that directly relate to television services.

Notwithstanding the gap in our authority that prevents us from requiring Bell to credit this additional sum to [REDACTED], we have concluded that on the merits of the complaint all of these amounts should be credited, and we encourage Bell to compensate [REDACTED] accordingly.

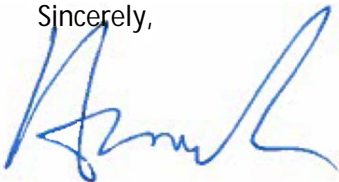
Decision

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. As discussed above, I confirm the Recommendation other than the portion requiring Bell to credit \$102.56 plus tax to [REDACTED]. Instead, it should credit him in the amount of \$73.12 plus tax. We understand that [REDACTED] is no longer a Bell customer, so in the event that these adjustments produce a credit on the account, Bell is to pay that balance directly to [REDACTED].

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