

- 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