
July 18, 2016

[REDACTED]

[REDACTED]

Bell Canada

[REDACTED]

RE: CCTS file number #651065

On May 31, 2016, we issued a Recommendation regarding the above complaint. As Bell Canada (“Bell”) rejected our Recommendation, I am required to issue a Decision under Section 11 of the Procedural Code (“the Code”).

Our Recommendation:

The facts underlying Mr. [REDACTED] complaint and Bell’s response, and our analysis thereof, are rather lengthy. With a view to avoiding the need to repeat them here, a redacted copy of the Recommendation is attached as Appendix A to this Decision.

In summary, after investigating Mr. [REDACTED] complaint, we determined that Bell:

- Failed to properly educate Mr. [REDACTED] on the impact of authorizing a co-user on the account;
- Failed to validate Mr. [REDACTED] on his account in accordance with its usual policy after the co-user had moved the services and activated the new service without his consent;
- Prolonged the issue by keeping service active, when it could have been cancelled on October 17, 2015 when Mr. [REDACTED] began to dispute the matter.

We recommended that Bell:

- Credit the customer \$30.89 plus taxes for the difference between the cost of the customer’s internet service plan prior to the co-user’s upgrade to Fibe, until cancellation of Fibe ought to have occurred on October 17, 2015;
- Credit the customer \$117.90 for internet charges billed after October 17, 2015, the date Bell should have validated Mr. [REDACTED] and allowed him to cancel the service, as well as associated late payment fees; and
- Correct any negative credit reporting that has been made in regards to these amounts.

Bell's 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. Bell provided its objection on June 20, 2016, and provided further clarification on July 4, 2016.

In its objection Bell concedes that it could not demonstrate that it notified Mr. [REDACTED] by email when the co-user added Fibe internet services in August 2015. It therefore agreed to credit \$30.89 which represents the additional costs, related to this transaction, incurred by Mr. [REDACTED] between August 2015 and October 17, 2015.

However, Bell argues that it is not responsible for the length of time it took to cancel the disputed services. To support its position it provided an email confirmation¹ it claims to have sent to Mr. [REDACTED] on August 25, 2015. Although this email only contained the details for the activation of a Fibe TV service, Bell argues that this should have alerted Mr. [REDACTED] to the fact that changes had been made to his services, and prompted him to contact it immediately, yet Mr. [REDACTED] did not contact Bell until October 17th, 2015. Furthermore, Bell states that the email confirmation included the former tenant's new address, which, in Bell's view, demonstrates that Mr. [REDACTED] had all the information needed (the mailing address including postal code) to validate his identity on October 17, 2015 and complete a cancellation request.

Consequently, Bell declines to waive the charges for services billed after October 17, 2015 (\$117.90 and associated late payment fees).

Bell also stated that it is currently not undertaking any credit reporting in regards to this account, thus additional corrective measures are not required.

Analysis of Bell's Objection:

Although Bell's reasons for agreeing to pay the Recommended \$30.89 differ from ours, this aspect of the complaint requires no further analysis as Bell does not object to this portion of the Recommendation.

Both parties agree that Mr. [REDACTED] initially requested the cancellation of the disputed services on October 17, 2015 but Bell did not cancel the account until December 9, 2015. Bell alleges that it is not responsible for the delays in cancelling the disputed services as it feels that Mr. [REDACTED] had access to the information it was requesting in order to validate his identity.

In support of its position Bell provided a Word document entitled "Order Number: [REDACTED]" which it argues demonstrates that Mr. [REDACTED] was aware (or ought to have been aware) of some changes to his services in August 2015. It adds that this document contained the former tenant's new address and postal code, information which Mr. [REDACTED] could have used to validate his identity on October 17, 2015.

¹ Sent to [REDACTED] which is the same email address Mr. [REDACTED] used to file his complaint with CCTS.

I am not persuaded that Bell's position has merit. First, although Mr. [REDACTED] email address is contained in the Word document which Bell says it emailed to him on August 25, 2015, it was unable to provide any evidence to confirm that this document was in fact emailed to Mr. [REDACTED].

In addition, even if the document was actually sent to and received by Mr. [REDACTED], and even if, as Bell claims, it contained the former tenant's new address (which it claims would have allowed Mr. [REDACTED] to be validated on the account), I am not persuaded that this would necessarily have resulted in Bell validating him on the account when he called.

Our Recommendation concluded that Bell had sufficient information in its records to validate Mr. [REDACTED] identity when he called on October 17, 2015. The fact that Bell may have provided him at an earlier time with additional information which he also might have used in the validation process does not excuse the fact that it failed to authenticate him on October 17 in accordance with its policy, when he had the information required in order to be validated under that policy.

With respect to our Recommendation to correct any negative credit reporting, Bell states that it has not reported this account to the credit bureaus. I therefore find no reason to alter this aspect of our Recommendation, as it requires no further action if Bell has not conducted any credit reporting.

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. Bell has failed to demonstrate doubt as to the correctness of the Recommendation, as the evidence that it submitted in support of its position is inconclusive. As such, there is no basis upon which to modify our Recommendation.

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

A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker
Commissioner

May 31, 2016

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Bell Canada
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████████████████████

RE: CCTS file number 651065

We have concluded our investigation of Mr. ██████████ complaint concerning his Bell Canada (Bell) wireless phone, internet and television services.

The Complaint

Mr. ██████████ explains that he subscribes to wireless service with Bell. On the same account he also has internet and TV service¹ which he pays for but is for the use of his tenant. In November 2014 he authorized Bell to add his tenant as a co-user on the account, so that the tenant would be able to report issues with the services and complete troubleshooting when needed. He alleges that Bell failed to explain to him the full extent of the authority that a co-user would have over the account. He believed that the co-user would only be able to report and troubleshoot technical issues if they arise. Mr. ██████████ argues that he would not have asked Bell to add the tenant as a co-user had Bell provided him with a full and complete explanation.

Mr. ██████████ states that in October 2015 he discovered via an email notification that his monthly invoice had greatly exceeded its usual amount. When he contacted Bell to obtain an explanation of the charges, Bell was unable to verify Mr. ██████████ identity and therefore refused to discuss his billing concerns. Mr. ██████████ subsequently discovered that in August 2015, when his tenant moved, the internet service was moved to a new location without Mr. ██████████ authorization. As of that date, the monthly invoices were being sent to the ex-tenant's new address.

In addition the co-user had activated Fibe Internet service at an additional monthly cost.

¹ Mr. ██████████ also disputes that his ex-tenant was able to activate a new 2 year contract for Fibe TV service, at an additional monthly cost, without his consent, while also retaining active Satellite TV service. Mr. ██████████ was therefore billed for two TV services while unable to cancel, and subsequently for TV cancellation charges as well as "non-returned equipment fees". Although The Canadian Radio-television and Telecommunications Commission (CRTC) has issued [Broadcasting and Telecom Regulatory Policy 2016-102](#) which prescribes the addition of television services to our mandate, effective September 1, 2017, we are prevented from formally investigating or providing redress for issues that directly relate to television services at this time, in accordance with section 3 (b) of our [Procedural Code](#).

In November 2015 Mr. [REDACTED] was finally successful in removing the co-user's name from the account, and in December 2015 was able to switch the address back to his own address so that he would receive his invoices.

Although Mr. [REDACTED] advised Bell on several occasions throughout October and November 2015 that it was the co-user that ordered the services without his authorization (as the account holder responsible for bill payment) and that he wished to cancel the services, Bell refused to cancel the services which had been activated without his consent, and continued to bill the monthly service fees until December 2015, by which time unpaid charges had accrued. Mr. [REDACTED] also disputed that his wireless service was suspended on December 18, 2015 due to the disputed charges related to his residential services.

As a resolution to this matter, Mr. [REDACTED] requests that Bell remove all charges associated with the Fibe Internet and TV service, and associated late payment fees. He clarified that the amount on the account should be reduced to approximately \$400.00, representing amounts owing for wireless and regular internet and TV services rendered prior to the switch to Fibe, which he agrees are his responsibility.

Bell's Position

Bell explains that when an account holder authorizes a co-user on the account, its usual process is for the agent to advise the customer that the co-user will have the authority to make any changes to the account, except for adding an additional co-user. Bell states that Mr. [REDACTED] would have been informed of these conditions on November 17, 2014 when he added the tenant as co-user to the account. Accordingly, Bell explains that the co-user was allowed to make changes to the services and to the billing address.

Bell states that Mr. [REDACTED] subscribed to both paper bills and e-billing, and therefore could have accessed the billing information via his online profile regardless of the invoices being sent to the co-user's new address. Due to privacy concerns, Bell notes that it requires specific personal and account details to be provided by the customer when calling in to discuss billing issues. As it was unable to verify Mr. [REDACTED] on the account in October 2015, it refused to discuss account details.

Bell acknowledges that on November 24, 2015 Mr. [REDACTED] asked for the co-user to be removed from the account. Additionally he requested cancellation of service, which was completed on December 9, 2015. Bell confirms that it suspended Mr. [REDACTED] wireless service on December 18, 2015 for nonpayment of the past due balance for all of the services on the account, and informed him in advance via SMS.

Bell argues that it acted in accordance with its usual policies and procedures and therefore declined to comply with Mr. [REDACTED] request.

Analysis

Both parties agree that the tenant was added as a co-user on Mr. [REDACTED] Bell account in November 2014. Both parties also agree that the co-user ordered Fibe service to be installed August 2015, and that Mr. [REDACTED] was not consulted on this activation, nor when the co-user moved the services to a new location and changed the address on the account in August 2015.

To support its position, Bell provided an internal document which outlines the authorities given to a co-user on an account. These authorities include adding new services, changing billing information, and moving services to a new address. Bell noted that, as part of its standard process, it would have explained to Mr. [REDACTED] all of the powers that a co-user has when he requested the addition of his tenant as a co-user on November 17, 2014.

Mr. [REDACTED] states that Bell did not make him aware that by adding his tenant as a co-user he was giving him the power to make changes on his account, and had it done so he would not have added the tenant to the account. Bell provided us with its call notes of the November 17, 2014 call. The notes say only that a co-user was added to the account, without any details regarding what was discussed during the conversation with Mr. [REDACTED].

The onus is on Bell to demonstrate that it reasonably performed its obligations. Mr. [REDACTED] says that he was not properly informed, and in the absence of any clear evidence from Bell that Mr. [REDACTED] was made aware of the authority that the co-user would have on his account, we must conclude that Bell did not properly inform him of its policy related to the authority given to a co-user. It therefore follows that he could not have reasonably known that the co-user would be able to add the Fibe service to the account and move the service to a new address, as he did in August 2015.

Call notes provided by Bell confirm that Mr. [REDACTED] brought this matter to Bell's attention on October 17, 2015. However, Bell refused to discuss it with him as it could not validate his identity. Specifically, Mr. [REDACTED] could not provide the postal code on his account as his ex-tenant had changed the mailing address on Bell's records.

Bell provided an internal document outlining the information required for a customer to be validated (name and PIN number if applicable; in the absence of a PIN, the customer must provide 2 of the following: date of birth, email address, and postal code). It is not clear if Mr. [REDACTED] had a PIN for his account. However Bell confirmed that it has an email address and a date of birth on file, both of which could have been used to validate Mr. [REDACTED] identity on October 17, 2015.

Nonetheless, according to the call notes Mr. [REDACTED] was denied validation on October 17, 2015. Mr. [REDACTED] states that he contacted Bell several times unsuccessfully in order to get an explanation of the billing, and a call note dated November 24, 2015 demonstrates that Mr. [REDACTED] was finally able to remove the co-user (which demonstrates that he was validated); but that Bell declined to discuss details of the charges he was disputing² as he did not have access to the invoices, which had been mailed to the co-user's new address. We note that Mr. [REDACTED] also advised Bell that he was unable to access online

² And again the following day November 25, 2015.

billing, however Bell did not provide further assistance at this time. Further, on November 24, 2015 the notes are clear that Mr. ██████ requested the cancellation of his services, although it is unclear why it was not completed.

The available evidence demonstrates that it was not until December 7, 2015 that Mr. ██████ was finally provided with a password reset and educated on how to access his online billing profile. Mr. ██████ also advised Bell that the paper invoices were going to the wrong address, although Bell did not change the address that day. On December 9, 2015 Bell linked Mr. ██████ residential and wireless services so that he would be able to access the invoices on his online billing profile, and Bell also cancelled his residential services. On December 10, 2015 the notes document that Bell had been unable to change the billing address during the previous interaction, and therefore updated it, and mailed a copy of the previous month's invoice to Mr. ██████ correct address.

Considering that Bell had the means to validate Mr. ██████ identity at any time, we find it troubling that it did not do so on October 17, 2015 when Mr. ██████ initially reported the issue.

Although Mr. ██████ disputed the disconnection of his wireless service on December 18, 2015, we also noted that he appears to have requested the cancellation of all services on November 24, 2015 (and was advised by Bell to wait to the end of the bill cycle on December 19, 2015 in order to port-out his wireless number). We found no indication that Mr. ██████ suffered any financial loss as a result of the disconnection, nor that he requested the service to be reconnected. We also confirmed that the monthly service fees billed for service after December 18, 2015 were credited back on the following invoice, which we deem to be a correction of this error.

In summary, we have determined that Bell:

- Failed to properly educate Mr. ██████ on the impact of authorizing a co-user on the account;
- Failed to validate Mr. ██████ on his account in accordance with its usual policy after the co-user had moved the services and activated the new service without his consent;
- Prolonged the issue by keeping service active, when it could have been cancelled on October 17, 2015 when Mr. ██████ began to dispute the matter.

We therefore concluded that Bell billed the following in error to Mr. ██████:

- \$30.89 plus tax for the difference in cost between his previous Internet plan and the upgraded Fibe service³;
- \$117.90 plus tax for the charges billed for service after October 17, 2015, the date these charges could have been brought to an end;⁴ and
- Any associated late payment fees on these amounts.

³ Mr. ██████ was previously billed \$52.95 plus tax for Internet service. Fibe 25 service was added on August 27 with unlimited usage (as shown on September invoice, billed up to October 18 2015). He was billed pro-rated charges of \$75.08 for the change and was given a credit of \$39.56. He was billed new charges of \$65.95 less a \$17.00 promotion plus the \$10.00 unlimited usage for a total of \$58.95 plus taxes. Thus the total billed here is \$84.84 plus tax. The difference in the previous monthly rate of \$53.95 = \$30.89.

⁴ Mr. ██████ was billed \$58.95 plus tax on the October 28, 2015 for service up to November 18, 2015, as well as \$58.95 plus tax on the November 28, 2015 invoice for service up to December 18, 2015. The subsequent invoices contain no new charges for internet service, nor any adjustments.

Recommendation:

We therefore recommend that Bell:

- Credit the customer \$30.89 plus taxes amount for the difference in pricing between what the customer was subscribed to for internet service prior to the co-user's upgrade to Fibe, until cancellation ought to have occurred on October 17, 2015.
- Credit the customer \$117.90 for internet charges billed after October 17, 2015 as well as associated late payment fees.
- Correct any negative credit reporting that has been made in regards to these amounts.

Attached is a copy of the CCTS Procedural Code which contains important information with respect to the recommendations made by CCTS, including information about acceptance of recommendations by a complainant and a telecommunications service provider. In particular, we refer Mr. [REDACTED] and Bell to sections 10 and 11.